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UNITED STATES	RECD S.E.C.	OMB APPROVAL
Securities and Exchange Commission	m	OMB Number: 3235-0327
Washington, D. C. 20549	MAY 2 - 2003	Expires: May 31, 2001 .
FORM SE		Estimated average burden hours per response 0.15
ORM FOR SUBMISSION OF PAP	ER FORMAT EXH	IBITS

F BITS

BY ELECTRON	IIC FILERS
EXELON CORPORATION	0001109357
Exact name of registrant as specified in charter	Registrant CIK Number
U-5-5 FOR 12-31-02	30-00338/70-9645 SEC file number, if available
Electronic report, schedule or registration statement of which the documents are a part (give period of report)	SEC file number, if available
o, which are accumented as a part (give period of report)	
Name of Person Filing the Docur	
	PROCESSED
SIGNATU	RES MAY 05 2003
Filings Made By the Registrant:	HOMSON
The Registrant has duly caused this form to be signed on its authorized, in the City of CHICASO.	behalf by the undersigned, thereunto duly State of 1410015 MAY
<u> </u>	LON CORPORATION
By: Awy	M. Peters (Registrant) (Name and Title)
,	(
Filings Made by Person Other Than the Registrant:	
After reasonable inquiry and to the best of my knowledge and, that the information set forth in this statement is true a	d belief, I certify on, 19
Ву:	

1	e of Respondent nmonwealth Edison Company	This Report Is: (1) X An Original (2) A Resubmission	Date of Report (Mo, Da, Yr) 03/27/2003	Year of Report Dec. 31, 2002
		RY OF UTILITY PLANT AND ACC R DEPRECIATION, AMORTIZATI		
Line	Classification	1	Total	Electric
No.	(a)		(b)	(c)
1			And the state of the state of	
2	In Service			
3	Plant in Service (Classified)		10,977,312,607	10,977,312,60
4	Property Under Capital Leases			
5	Plant Purchased or Sold			
6	Completed Construction not Classified		1,481,065,550	1,481,065,55
7	Experimental Plant Unclassified			
8	Total (3 thru 7)		12,458,378,157	12,458,378,15
9	· · · · · · · · · · · · · · · · · · ·			
10	Held for Future Use	<u> </u>	(C)	46,881,37
11	Construction Work in Progress		402,700,77	402,700,777
12	Acquisition Adjustments		5,065,007,012	5,065,007,012
13	Total Utility Plant (8 thru 12)		17,972,967,317	17,972,967,317
14	Accum Prov for Depr, Amort, & Depl		5,304,643,857	5,304,643,857
15	Net Utility Plant (13 less 14)		12,668,323,460	12,668,323,460
16	Detail of Accum Prov for Depr, Amort & Depl			and the state of t
17	In Service:			
18	Depreciation		THE ENERGY SEE	5,092,613,233
19	Amort & Depl of Producing Nat Gas Land/Land R	Right	All control of the co	The second secon
20	Amort of Underground Storage Land/Land Rights	•		or the state of the state of the standard standard and state.
21	Amort of Other Utility Plant		62,656,009	62,656,009
22	Total In Service (18 thru 21)		5,155,269,242	5,155,269,242
23	Leased to Others		The second secon	
24	Depreciation			
25	Amortization and Depletion			
26	Total Leased to Others (24 & 25)			
27	Held for Future Use			
28	Depreciation			
·	Amortization			
	Total Held for Future Use (28 & 29)			11 PART 1 OF SEC 9 ST. 10 ST.
	Abandonment of Leases (Natural Gas)			A DOWN THE ABOUT THE PARTY OF T
	Amort of Plant Acquisition Adj		149,374,615	149,374,615
33	Total Accum Prov (equals 14) (22,26,30,31,32)		5,304,643,857	5,304,643,857

Name of Respondent Commonwealth Edison Commonwealth		This Report Is: (1) X An Original (2) A Resubmission	Date of Report (Mo, Da, Yr) 03/27/2003	Year of Report Dec. 31, 2002	
		OF UTILITY PLANT AND ACCU EPRECIATION, AMORTIZATION			
Gas	Other (Specify)	Other (Specify)	Other (Specify)	Common	Line
(d)	(e)	(f)	(g)	(h)	No.
					1
					2
		`			3
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			materials approximates in the co	en er en skal av er er er en en er en	30
					31
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Name of Respondent	This Report is:	Date of Report	Year of Report
· ·	(1) X An Original	(Mo, Da, Yr)	,
Commonwealth Edison Company	(2) _ A Resubmission	03/27/2003	Dec 31, 2002
	FOOTNOTE DATA		

Schedule Page: 200	Line No.: 10	Column: b		
See Page 214.				
Schedule Page: 200	Line No.: 11	Column: b		
See Page 216.				
Schedule Page: 200	Line No.: 18	Column: b		

See Page 219.

Nam	e of Respondent This Report Is: (1) [X] An Original	Date of Report (Mo, Da, Yr)	Year of Report
Con	nmonwealth Edison Company (2) A Resubmission	03/27/2003	Dec. 31, 2002
	ELECTRIC PLANT IN SERVICE (Account 1	101, 102, 103 and 106)	
2. In Accordance 3. In 4. En 5. Confin confined retire rever	eport below the original cost of electric plant in service according to the prescribed a addition to Account 101, Electric Plant in Service (Classified), this page and the new ount 103, Experimental Electric Plant Unclassified; and Account 106, Completed Conclude in column (c) or (d), as appropriate, corrections of additions and retirements for inclose in parentheses credit adjustments of plant accounts to indicate the negative eleasify Account 106 according to prescribed accounts, on an estimated basis if necestant retirements for reversals of tentative distributions of prior year reported in column (c) are entries for reversals of tentative distributions of prior year reported in column tetirements which have not been classified to primary accounts at the end of the years, on an estimated basis, with appropriate contra entry to the account for accurates of tentative distributions of prior year of unclassified retirements. Show in a footly terms (c) and (d), including the reversals of the prior years tentative account distributions.	At include Account 102, Electric instruction Not Classified-Electric or the current or preceding year. Effect of such accounts. Essary, and include the entries in Humn (b). Likewise, if the resporyear, include in column (d) a ten mulated depreciation provision. It toote the account distributions or	column (c). Also to be include ndent has a significant amount tative distribution of such also in column (d) f these tentative classifications
Line	Account	Balance Beginning of Year	Additions
No.	(a)	(b)	(c)
1	1. INTANGIBLE PLANT		
2	(301) Organization	103,	342 22,44
3	(302) Franchises and Consents		
4	(303) Miscellaneous Intangible Plant	134,660,	
5	TOTAL Intangible Plant (Enter Total of lines 2, 3, and 4)	134,763,0	71,148,43
6	2. PRODUCTION PLANT		
	A. Steam Production Plant		
_	(310) Land and Land Rights		
9	(311) Structures and Improvements		
10	(312) Boiler Plant Equipment (313) Engines and Engine-Driven Generators	 	
11	(314) Turbogenerator Units		
	(315) Accessory Electric Equipment		
14	(316) Misc. Power Plant Equipment	 	
15	TOTAL Steam Production Plant (Enter Total of lines 8 thru 14)		-
	B. Nuclear Production Plant		
17	(320) Land and Land Rights		
18	(321) Structures and Improvements		
19	(322) Reactor Plant Equipment	144.4	
20	(323) Turbogenerator Units		
21	(324) Accessory Electric Equipment		
	(325) Misc. Power Plant Equipment		
	TOTAL Nuclear Production Plant (Enter Total of lines 17 thru 22)		
24	C. Hydraulic Production Plant		
	(330) Land and Land Rights		
	(331) Structures and Improvements		
1	(332) Reservoirs, Dams, and Waterways		
	(333) Water Wheels, Turbines, and Generators	<u> </u>	
	(334) Accessory Electric Equipment		
	(335) Misc. Power PLant Equipment	The growing and the state of th	n tu est tu un
	(336) Roads, Railroads, and Bridges	<u> </u>	
	D. Other Production Plant		
	(340) Land and Land Rights		
	(341) Structures and Improvements (342) Fuel Holders, Products, and Accessories		
			<u> </u>
	(343) Prime Movers (344) Generators		
	(345) Accessory Electric Equipment		
39	(070) / 10000001 Flooring Edulymont	 	

204

Name of Respondent	This Report Is: (1) X An Orig	Date of Reinal (Mo, Da,)		port
Commonwealth Edison Company		bmission 03/27/200	. Dec. 31	2002
	ELECTRIC PLANT IN SERVICE (Account 101, 102, 103 and 106) (C	ontinued)	·
year. 6. Show in column (f) reclassification classifications arising from distribution provision for depreciation, acquisition account classifications.	ons or transfers within utility plant according of amounts initially recorded in Accordinational adjustments, etc., and show in colur	unts. Include also in column (f) the ount 102, include in column (e) the nn (f) only the offset to the debits o	e additions or reductions of p amounts with respect to acc r credits distributed in colum	rimary account cumulated n (f) to primary
subaccount classification of such place. 8. For each amount comprising the	e and use of plant included in this acco ant conforming to the requirement of the reported balance and changes in Acco I journal entries have been filed with the	nese pages. Ount 102, state the property purcha	sed or sold, name of vendor	or purchase,
Retirements	Adjustments	Transfers	Balance at End of Year	Line
(d)	(e)	(f)	(g)	No.
			00.075	
		-45,412	80,375	
	2, 46a.n.,	1,683,393	207,469,716	n comete to
		1,637,981	207,550,091	
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	e of Respondent Imonwealth Edison Company	This Rep (1) X (2)	oort ls: An Original A Resubmission		Date of Report (Mo, Da, Yr) 03/27/2003	Year Dec	r of Report . 31, 2002
	ELECTRIC DI	J ` '		102 10	3 and 106) (Continued)	ļ	
ine	T Account	LAINT IN SEI	TVICE (ACCOUNT TOT,	102, 10.	Balance		Additions
No.					Beginning of Year	1	
	(a)				(b)		(c)
40	(346) Misc. Power Plant Equipment	14.45 40\					
41	TOTAL Other Prod. Plant (Enter Total of lines 3						
42	TOTAL Prod. Plant (Enter Total of lines 15, 23,	32, and 41)					and the same of th
43	3. TRANSMISSION PLANT		 		Best of the first of the	. Highway	
44	(350) Land and Land Rights			_ _	141,575		3,169,1
	(352) Structures and Improvements				60,191		546,3
46	(353) Station Equipment			_	811,228		24,791,5
47	(354) Towers and Fixtures		······································		228,036		-2,995,9
48	(355) Poles and Fixtures	<u>.</u>			181,318		8,624,6
49	(356) Overhead Conductors and Devices				257,001		14,249,59
50	(357) Underground Conduit				169,306	,981	-10,960,7
51	(358) Underground Conductors and Devices				89,370	282	43,937,22
52	(359) Roads and Trails		. 15 \$200		587,	437	15,65
	TOTAL Transmission Plant (Enter Total of lines	44 thru 52)	~		1,938,617,		81,377,53
54	4. DISTRIBUTION PLANT		· · · · · · · · · · · · · · · · · · ·				
55	(360) Land and Land Rights				48,197,	455	-1,213,24
56	(361) Structures and Improvements				140,851,	022	7,863,38
57	(362) Station Equipment				1,689,059,	556	225,738,13
58	(363) Storage Battery Equipment				•		
59	(364) Poles, Towers, and Fixtures				816,197,	930	48,967,35
60	(365) Overhead Conductors and Devices				1,259,679,	458	72,057,37
61	(366) Underground Conduit				579,630,	685	37,666,10
62	(367) Underground Conductors and Devices				2,202,724,	810	177,925,83
63	(368) Line Transformers				854,598,	089	42,237,68
64	(369) Services				598,200,331		28,141,76
65	(370) Meters				288,736,934		12,088,12
66	(371) Installations on Customer Premises				27,372,	393	2,062,97
67	(372) Leased Property on Customer Premises				21,4	475	
	(373) Street Lighting and Signal Systems				78,330,	967	-1,348,270
69	TOTAL Distribution Plant (Enter Total of lines 55	5 thru 68)			8,583,601,	105	652,187,223
70	5. GENERAL PLANT						
71	(389) Land and Land Rights				8,076,2	231	718,825
72	(390) Structures and Improvements	4			223,294,8	361	3,481,716
73	(391) Office Furniture and Equipment				141,636,2	212	21,064,253
74	(392) Transportation Equipment				176,917,7	793	20,691,468
	(393) Stores Equipment				7,478,9	914	-1,463,058
76	(394) Tools, Shop and Garage Equipment		•		82,764,1	187	5,125,464
	(395) Laboratory Equipment				13,267,5	520	
	(396) Power Operated Equipment		1,4		2,505,6	666	1,007,704
79	(397) Communication Equipment				344,995,0	006	25,523,153
80	398) Miscellaneous Equipment			2,402,228		8,961	
81	SUBTOTAL (Enter Total of lines 71 thru 80)				1,003,338,6	618	76,158,486
82	(399) Other Tangible Property						
83	TOTAL General Plant (Enter Total of lines 81 an	d 82)			1,003,338,6	318	76,158,486
84	TOTAL (Accounts 101 and 106)				11,660,321,1	101	880,871,677
85	(102) Electric Plant Purchased (See Instr. 8)						
86	(Less) (102) Electric Plant Sold (See Instr. 8)						
87	(103) Experimental Plant Unclassified					T	
	TOTAL Electric Plant in Service (Enter Total of I	ines 84 thru	87)		11,660,321,1	01	
	· · · · · · · · · · · · · · · · · · ·					1000 YOUGH	

Name of Respondent Commonwealth Edison Company			Original esubmission	Date of Re (Mo, Da, Y 03/27/200	(r) 3	Year of Re Dec. 31,		
	ELECTRIC PLA	NT IN SERVIC	E (Account 101, 102, 103 ar	nd 106) (C	ontinued)			
Retirements (d)	Adjustr (e		Transfers (f)		Balan End of (g	ce at Year	Line No.	
(4)		<u>,</u>				<u> </u>		
	-					-		
			 					
	da dada dalah		1310 St. 124 100 110 110 110 110 110 110 110 110 11	-		1771	4	
				53,137		142,091,643	4	
142,583			-1,4	76,822		59,118,886	4	
10,418,985			-20,3	34,551		805,266,295	4	
86,809				5,989		224,960,122	4	
-39,502			-	53,278		189,929,250	4	
137,371				48,919		271,163,114	4	
643,074			-1:	53,178		157,549,958	5	
1,038,626			2,4	48,440		134,717,317	5	
					et te c	603,087	5	
12,427,946				67,618	1	,985,399,672	5.	
AND CANADA SECURIT					* -		5-	
				55,020		53,949,232	59	
1,180,308			<u> </u>	94,083		147,628,178	56	
7,556,050		. ,—	28,24	14,345	1	,935,485,984	57	
				200		057.400.000	58	
8,006,484				33,289		857,192,092	59	
3,123,468				54,967 53,178		,328,158,395	60	
487,081 6,734,590				4,523			61	
16,192,559				3,031			63	
2,765,487				1,542		623,618,152	64	
2,961,491	<u> </u>			1,5 12		297,863,568	65	
62,302						29,373,070	66	
						21,475	67	
144,050	· · · · · · · · · · · · · · · · · · ·					76,838,647	68	
49,213,870			26,61	8,936	9,	213,193,394	69	
		1 1	The facility of the first the second of the	Carl Will Come	b	A Committee of the Comm	70	
			-12	6,770		8,668,286	. 71	
2,694,950				1,407		223,430,220	72	
16,601,125			-4,02	6,744		142,072,596	73	
						197,609,261	74	
84,578						5,931,278	75	
338,015			-3	7,463		87,514,173	76	
397,674	· · · · · · · · · · · · · · · · · · ·					12,869,846	77	
41.50			4.0	0.007	577 51	3,513,370	78	
1,403,922				2,297		368,991,940	79	
04 500 004				7,159		1,634,030	80	
21,520,264			-5,/4	1,840	1,	052,235,000	81	
21 520 264			5.74	1 940	<u> </u>	052 225 000	82	
21,520,264 83,162,080				1,840 7,459		052,235,000 458,378,157	83 84	
63, 162,000			34	7,435	12,	730,370,137	85	
							86	
							87	
83,162,080			<u> 34</u>	7/459	12.	458,378,157	88	
TO THE COURT OF THE PARTY OF TH				STATE PAR		30,0,0,0,		
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Name of Respondent	This Report is:	Date of Report	Year of Report				
	(1) X An Original	(Mo, Da, Yr)	,				
Commonwealth Edison Company	(2) _ A Resubmission	03/27/2003	Dec 31, 2002				
FOOTNOTE DATA							

Schedule Page: 204 Line No.: 88 Column: c

Account distribution of tentative classification of additions and retirements:

		Additions				Retirements				
Account	Beginning of Year		End of Year		-	Beginning of Year		l of Year		
301 303	\$	22,967 11,075,927	\$	68,130,476	\$	-	\$	-		
Transmission						;				
350	\$	21,553,024 7,058,543	\$	4,988,570 1,083,428	\$	-	\$	- 10 606\		
352 353		298,413,104 22,218,940		231,394,343		8,699) 1,662,541 368,780	3	(8,696) 844,244 98,199		
354 355		49,765,830 68,456,252		23,319,838 64,510,752		361,344 265,34	1	44,473 49,050		
356 357 358		114,456,079 23,996,148		66,020,316 34,324,950		265,34. - 2,227,55		49,050 		
359		23,330,140		15,650		-		-		
Total	\$	605,917,920	\$	442,749,035	\$	4,876,864	\$	1,027,270		

Name of Respondent	This Report is:	Date of Report	Year of Report
	(1) X An Original	(Mo, Da, Yr)	'
Commonwealth Edison Company	(2) _ A Resubmission	03/27/2003	Dec 31, 2002
	FOOTNOTE DATA		

	Addit	cions	Retire	ments
Account	Beginning of Year	End of Year	Beginning of Year	End of Year
Distribution				
360	\$ 16,731,716 \$	(83,543)	\$ -	\$ -
361	14,887,459	2,438,594	8,633	2,669
362	496,681,606	603,064,355	5,556,274	1,871,789
364	67,242,910	35,314,169	813,174	777,287
365	80,119,194	66,441,343	964,447	931,425
366	71,077,515	27,478,255	- "	-
367	175,535,263	97,186,781	545,802	2,720,295
368	24,868,612	43,718,119	-	-, .20,233
369	11,590,573	10,795,407	-	_
370	18,039,173	16,806,070	-	_
371	3,123,997	4,284,013	_	_
373	5,299,307	933,016	4,829	4,565
Total	\$ 985,197,325 \$	908,376,579	\$ 7,893,159	\$ 6,308,030
General				
389	\$ 864,832 \$	(10,938)	\$ -	\$ -
390	34,069,626	11,876,298	313,313	272,382
391	12,177,721	19,395,938	-	-
392	6,470,868	7,058,935	_	-
393	1,783,431	-	-	-
394	961,078	2,071,469	•	_
3 9 5	(66,598)	-	_	_
396	9	130,508	_	-
397	40,897,747	21,290,695	630,289	390,537
398	739,974	(3,445)	-	-
Total	\$ 97,898,688 \$	61,809,460	\$ 943,602	\$ 662,919
Grand			-	
Total	\$1,700,112,827 \$3		\$ 13,713,625	\$ 7,998,219

Schedule Page: 204 Line No.: 88 Column: d

See note on <Page 204, Line 88, Column c>.

Schedule Page: 204 Line No.: 88 Column: f

Represents net transfers to non-utility property of <\$6,583,255>, net transfers from plant held for future use of \$7,899,212 and net transfers to generation and other business units of <\$968,498>.

	e of Respondent monwealth Edison Company	This Report Is: (1) X An Origina (2) A Resubm ECTRIC PLANT HEL	nission	Date of Report (Mo, Da, Yr) 03/27/2003		ar of Report 3. 31,
1. R	בם eport separately each property held for future use			 	Group other	er items of property hel
for fu	ture use.					•
	or property having an original cost of \$250,000 or required information, the date that utility use of si					
	Description and Location	ucit property was disco		uded Date Expected		Balance at
Line No.	Of Property		in This Accour	nt in Utility S	ervice	End of Year (d)
1	(a) Land and Rights:		(b)	(c)		
2	Land:					
3	- Cano					
	Crawford Terminal		01-31	-73 Aft	er 2006	326,074
5	Chicago South Headquarters		11-30		er 2007	340,405
6	I.C. Air TSS		09-17		2005	1,524,537
7	Goose Is-West Loop TSS		03-20-	-01 Aft	er 2004	10,227,044
8	McCormick TSS		10-31-	-71 Aft	er 2012	465,942
9	Blue Island Site		05-31-	-98 In	definite	250,599
10	Highland Park TSS		10-31-	-71 Aft	er 2005	1,182,087
11	Lockport TDC		07-01-	-00	2009	643,225
12	Manville TSS		11-30-	-72 Aft	er 2004	313,220
	Powerton Station-Ash Disposal Site		04-30-		definite	1,422,164
	Plato Center TSS		01-31-		definite	1,234,511
	Rutland TDC		09-30-		5-01-06	372,830
	Sante Fe TDC		01-31-		3-01-09	686,574
	Skokie TSS		10-31-		er 2007	1,417,822
	Waukegan - Tannery Parcel		04-30-		er 2004	799,826
	Waukegan		09-30- 03-31-		er 2004 5-01-04	450,954
	Wolfs TSS Other Property:			91 00	5-01-04	1,932,964
22	Other Property.		***		· · · · · · · · · · · · · · · · · · ·	
23						
24						
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26						
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28			· · · · · · · · · · · · · · · · · · ·			-
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36	As at the second of the second	And the state of t	etus .	** *** *** **** **********************	:	Market State of the state of th
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38 39						
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44			THE COLUMN TWO IS NOT			
45						
46						
						
	Total				74.50	46,881,371
47						

i	e of Respondent	This Report Is: (1) X An Original	Date (Mo.	Da. Yr) I	r of Report
Соп	nmonwealth Edison Company	(2) A Resubmission	03/27	/2003 Dec.	31, 2002
4 0		LECTRIC PLANT HELD FOR FUTUE			- ita
for fu	eport separately each property held for future use ture use.				• •
	or property having an original cost of \$250,000 or required information, the date that utility use of s				
	Description and Location			ate Expected to be used	Balance at
Line No.	Of Property (a)	in This Ai (b)	ccount	in Utility Service (c)	End of Year (d)
1	Land and Rights:	72 - 12 3 3 3			
2	Land - continued:				
3					
	Zion Joint Public Information Center		2-31-00	Indefinite	269,344
<u>5</u>	18 Items Less Than \$250,000 Each		Various	Various	1,046,146
7					
8	Rights of Way:				
9					
	Byron-Charter Grove	0	5-31-76	After 2006	2,648,169
	Byron-Charter Grove-Wayne		1-31-90	After 2006	575,722
	Cherry Valley-Silver Lake		6-30-73 5-31-90	After 2006 After 2008	1,827,050
14	Chicago-Northwestern R.R. Goodings Grove-Indiana Widening		9-30-71	Indefinite	1,567,260 1,206,117
	Manville-Pontiac	·	1-30-72	Indefinite	528,397
	Plano-Charter Grove	0	6-30-75	After 2006	4,457,315
	Sugar Grove-Blackberry	0.	3-31-91	Indefinite	408,473
	Wayne - Charter Grove		6-30-73	After 2006	3,020,222
	Wayne - Itasca		2-31-70 5-31-73	After 2006	4,022,933
20 21	Wilton Center - Joliet Other Property:	U:	5-31-73	Indefinite	387,278
22	Culci / Toporty.				<u>, , , , , , , , , , , , , , , , , , , </u>
23					
24					
25					
26 27					
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30					
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33 34					
35					
36	Section 1995	4.1 4.4 4.5 4.5 4.5 4.5 4.5 4.5 4.5 4.5 4.5			· · · · · · · · · · · · · · · · · · ·
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				1	1
	Total	No. of the second secon			46.88 1 .371

	e of Respondent nmonwealth Edison Company El	This Report Is: (1) X An Origina (2) A Resubm	ission	(Mo, 03/2	of Report Da, Yr) 7/2003 count 105)	Year Dec.	of Report 31, 2002
for fu 2. Fo	eport separately each property held for future use ture use. or property having an original cost of \$250,000 or required information, the date that utility use of s	at end of the year have	ring an original co	st of \$25	0,000 or more. Gr	give in ∞	lumn (a), in addition to
Line No.	Description and Location Of Property (a)		Date Originally In in This Acco	ount (Date Expected to b in Utility Serv (c)	e used ice	Balance at End of Year (d)
1	Land and Rights:				Tel Straight		SPAN STATE
	Rights of Way - continued:						
3	27 Items Less Than \$250,000 Each		V/o	rious	Vos	ious	000.444
5			Va	nous	var	ous	690,141
6							
7	Transmission Lines						
8							
9				31-77	 	004	350,467
10	Harbor University - Line 17724		12-3	31-75	2	004	285,559
12							
13	a de la composiçõe						
14							
15							
16 17							
18							
19							
20							
	Other Property:						
22							
24							
25							
26							
27							
28 29	<u> </u>						
30							
31							
32							
33							
34 35							
36	to the state of th	* A * * * *	A STATE OF THE STA		er kompet i de Skywalie i gen	, 	
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			Cherry Carlon	2012			
47	Total	165	STATE OF THE PROPERTY OF THE PARTY OF THE PA	a too book 1 1 14 14	THE PERSON NAMED IN COLUMN TWO IS NOT THE PERSON NAMED IN COLUMN TWO IS NAM	and the second of the	46,881,371

ì	e of Respondent monwealth Edison Company	(1)	Report Is: An Original	Date of Report (Mo, Da, Yr)	Year of Report Dec. 31, 2002
		(2)	A Resubmission	03/27/2003	
2. Sh Accou	eport below descriptions and balances at end of y low items relating to "research, development, and ant 107 of the Uniform System of Accounts) nor projects (5% of the Balance End of the Year to	ear of pr	stration" projects last, under	tion (107) a caption Research, Devel	-
Line	Description of Proje	ct			Construction work in progress -
No.	(a)				Electric (Account 107)
1	Intangible Plant			_ 	(b)
2	Customer Information Management System				1,218,72
3	Transmission and distribution reliability reporting	g softwar	re		6,983,077
4	Power Path enhancement				2,869,473
5					2,000,710
6	Other Projects			· · · · · · · · · · · · · · · · · · ·	Established Market 249 is but
7					
- 8	Transmission Plant				
9	Major Projects:				
10	Fisk Station 11 - install two new 138KV lines				1,962,938
11	Nelson Energy TSS 942 - items associated with	third au	to transformer		3,468,623
12	Upgrade transformer relays				1,229,716
13	Ohio TSS 65 - replace four transformers and sw	itchgear			5,945,179
14	Supervisory Control and Data Acquisition and M		installation - various areas	,	3,270,246
15	FSSEP Fossil Station Separation		······································		4,548,932
16	Davis Creek TSS 86 - install third 300MVA, 345-	-138KV a	auto transformer		1,896,522
17	Bulk Power transformer spares			·	2,633,728
18	Overhead Lines 15507 and 15509 - reconductor			:	4,098,902
19	SWAT bulk power equipment replacement				2,076,820
20	Burnham - Taylor - install second 345KV underg	round ca	ble and overhead conductor	· · · · · · · · · · · · · · · · · · ·	1,451,540
21	New 138KV line to supply St. Charles and Batav	ria			1,104,334
22	State TSS 126 - install new substation and relate	ed equip	ment .		23,656,606
23	Crosby TSS 82 - install two underground transmi	ission lin	es		18,143,319
24	West Loop TSS on Goose Island - install ring BL	JS		* .	7,813,922
25	TSS 982 Rockford II Energy Center - 138KV bre	aker upg	rade		1,304,098
26					
27	Other Projects				\$38,000 K 37 P1680808
28					anne and the same designed to the same of the state of the same of the same of the same that the same to the same the same that the same of the same that the same of the same
29	Distribution Plant				
30	Major Projects:				
31	Joint pole project adjustment				4,022,884
32	AMR pilot capital	mark 1			1,273,757
33	Lakeview to Diversey load relief - install six 12KV	/ lines			2,015,469
34	OC Cor of 2002 cable and fault charges				1,629,224
35	Wacker Drive and bridge construction - new busi	iness			1,176,341
36	One North Halsted - install four new feeders at C	Quarry TE	OC 840		1,463,004
37	Schaumburg Project - overhead to underground	relocatio	n		1,039,311
38	Division 4/12 MVA conversions				1,239,443
39	Devon - street improvements			· · · · · · · · · · · · · · · · · · ·	1,337,798
40	2 Lincoln Centre - WFR collector for allocation				1,161,368
41	Clinton TDC - acquire site			·····	3,007,849
42	RsvRPS DC/SS/ESS/NC/C - equipment replacer	ments			5,414,211
43	TOTAL				402,700,777

	e of Respondent	This Report Is: (1) X An Original	Date of Report (Mo, Da, Yr)	Year of Report Dec. 31, 2002
Con	• •	(2) A Resubmission	03/27/2003	500.01,
2. Sh Acco	CONS eport below descriptions and balances at en now items relating to "research, developmen unt 107 of the Uniform System of Accounts) inor projects (5% of the Balance End of the	t, and demonstration" projects last, unde	uction (107) r a caption Research, Devel	
Line No.	Description of (a)	Project		Construction work in progress - Electric (Account 107) (b)
1	Distribution Plant (continued)			
2	Major Projects (continued)			
3	Chicago - services and meter installation			4,701,992
4	New business - distribution lines			3,770,535
5	Streator TSS 61 - relocate 345KV lines			1,891,315
6	Electric Junction TSS 111 - replace 34KV	BUS		1,354,754
7	Orland TDC 470 - install two 40MVA, 138-	12.5KV transformers		1,011,128
8	Dearborn TSS 87 - building addition			1,543,856
9	State TSS 126 - install new substation and	related equipment		8,095,271
10	Motorola Deer Park - install three new feed	lers .		1,938,824
11	Schaumburg Road - overhead relocation			2,015,116
12	ESS J-332 - install new 138-13.2KV ESS a	and associated equipment	•	2,476,620
13	2002 cable replacement program			2,324,402
14	2002 circuit improvement program			1,808,641
15	2002 reliability emergency work			1,924,828
16				
17	Other Projects			48844
18				
19	General Plant			
20	Major Projects:			2.52.50
21	New card access system			3,059,709
22	PowerTools - architecture development			2,339,874
23	Three year strategic relocation	war and acade	<u> </u>	1,860,011
24	2 Lincoln Centre - accumulate tenant impro E-Customer Project - integrate ComEd web			2,051,974
25	Customer Information Management System			1,330,646
26		i riged		1,457,429
27	Install SCADA System - various locations Miscellaneous computer systems - electror	ie data processina equipment		105,307,486
28	900 MHZ radio system	iic data processing equipment		1,527,458 1,704,227
29	Facilities management alliance projects		·	11,820,984
30	Install fiber optic steel ring			3,160,644
31	Mobile data project - capital equipment	AND THE PARTY WAS BUT OF	Arrent Ar	9,952,513
32	CED - personal computer refresh			2,005,098
33	EMS/SCADA replacement			10,412,587
34	Itron primer upgrade		,	6,104,765
35	Information Technology - miscellaneous pro	nierts		
36	Develop PowerPath system	9000		1,665,676 2,152,963
37	Call Center - Information Technology enhan	ncements		
38	Can Cerner - information reciniology entital	rounding		1,676,195
39	Other Projects			STATE OF THE PROPERTY OF THE PARTY OF THE
40	Other Projects			15,014,548
41	Pagagrah development and demonstration	projects		
42	Research, development and demonstration	projects		
43	TOTAL			402.700.777

Name of Respondent	This Report is:	Date of Report	Year of Report
·	(1) X An Original	(Mo, Da, Yr)	·
Commonwealth Edison Company	(2) _ A Resubmission	03/27/2003	Dec 31, 2002
	FOOTNOTE DATA		

Schedule Page: 216 Line No.: 6 Column: b	
Projects under \$1 million are grouped	
Schedule Page: 216 Line No.: 27 Column: L	b
See note on Page 216, Line 6, Column	(b).
Schedule Page: 216.1 Line No.: 17 Column:	: b
See note on Page 216, Line 6, Column	(b).
Schedule Page: 216.1 Line No.: 40 Column:	: b
See note on Page 216, Line 6, Column	(b).

	me of Respondent mmonwealth Edison Company	This Report Is: (1) X An Original (2) A Resubmissi	(Mo, Da ion 03/27/2	a, Yr) 2003 De	ar of Report c. 31,2002
	ACCUMULATED PROV	ISION FOR DEPRECIAT	ION OF ELECTRIC UTILI	TY PLANT (Account 10	08)
2. If election and cost class	Explain in a footnote any important adjustment Explain in a footnote any difference between extric plant in service, pages 204-207, column The provisions of Account 108 in the Uniform high plant is removed from service. If the responsion of the plant retired. In addition, include all constitutions. Show separately interest credits under a sinking explain the plant retired.	the amount for book co 9d), excluding retireme System of accounts re ndent has a significant Il classifications, make losts included in retiren	ents of non-depreciable equire that retirements of amount of plant retired preliminary closing enti- nent work in progress a	property. If depreciable plant to at year end which had been to tentatively functively functive funct	pe recorded when as not been recorde ctionalize the book
	Sec	ction A. Balances and C			
No.	Item (a)	Total (c+d+e) (b)	Electric Plant in Service (c)	Electric Plant Held for Future Use (d)	Electric Plant Leased to Others (e)
1	Balance Beginning of Year	4,868,141,575	4,868,141,575		
. 2	Depreciation Provisions for Year, Charged to			en mar en	
3	(403) Depredation Expense	333,348,064	333,348,064		
4	(413) Exp. of Elec. Plt. Leas. to Others			The same area (Marie) and a financial distribution of the Community of th	
5	Transportation Expenses-Clearing	12,379,128	12,379,128		
6	Other Clearing Accounts				
7	Other Accounts (Specify, details in footnote):				
8					
9	TOTAL Deprec. Prov for Year (Enter Total of lines 3 thru 8)	345,727,192	345,727,192	, to	
10	Net Charges for Plant Retired:			en estatutata de esta comincia estatuta estatuta estatuta estatuta estatuta estatuta estatuta estatuta estatuta	14.4
11	Book Cost of Plant Retired	81,905,761	81,905,761		
12	Cost of Removal	38,607,282	38,607,282		
13	Salvage (Credit)	4,178,655	4,178,655		
14	TOTAL Net Chrgs. for Plant Ret. (Enter Total of lines 11 thru 13)	116,334,388	116,334,388		
15	Other Debit or Cr. Items (Describe, details in footnote):				
16	(See Notes)	-4,921,146	\$ C. \$ \$ 12.024,140		
17	Balance End of Year (Enter Totals of lines 1, 9, 14, 15, and 16)	5,092,613,233	5,092,613,233		
	Section B.	Balances at End of Year	According to Functional	Classification	
18	Steam Production				
19	Nuclear Production				
20	Hydraulic Production-Conventional				
21	Hydraulic Production-Pumped Storage				
22	Other Production				
23	Transmission	706,275,161	706,275,161		
24	Distribution	4,095,677,864	4,095,677,864		
25	General	290,660,208	290,660,208		
26	TOTAL (Enter Total of lines 18 thru 25)	5,092,613,233	5,092,613,233		
r					

Name of Respondent	This Report is: (1) X An Original	Date of Report (Mo, Da, Yr)	Year of Report
Commonwealth Edison Company	(2) _ A Resubmission	03/27/2003	Dec 31, 2002
	FOOTNOTE DATA		
Schedule Page: 219 Line No.: 16 Column:	C :		
Consists of the following adjustments	3 :		
Reimbursement for Highway Relocation	(Salvage)	\$(3,590,585)	
Transfers of reserve associated with		\$(3,390,585) \$(1,330,561)	
		4 (4 002 146)	
Total		\$(4,921,146)	

Name of Respondent This Report Is: Date of Report Year of Report							
Cor	nmonwealth Edison Company	(1) X An Original (2) A Resubmiss	ion	(Mo, Da, Yr) 03/27/2003	Dec. 31, 2002		
		AND AMORTIZATION OF (Except amortization of ac			(05)		
Plai 2. If to c 3. If cha Unlid according in cla in cla state (a). sele com 4. If	Report in Section A for the year the amounts of (Account 404); and (c) Amortization of Oth Report in Section 8 the rates used to compute charges and whether any changes I Report all available information called for in the ages to columns (c) through (g) from the column of the context of the context of the count or functional classification, as appropriated in any sub-account used. Dolumn (b) report all depreciable plant balance wing composite total. Indicate at the bottom of the method of averaging used. Columns (c), (d), and (e) report available information of the account and posite depreciation accounting is used, report of provisions for depreciation were made during total of the amounts and nature of the account of section C the amounts and nature	s for: (a) Depreciation Ener Electric Plant (Acco te amortization charges have been made in the Section C every fifth year mplete report of the pre- potal depreciable plant is ate, to which a rate is an est to which rates are an of section C the manner commation for each plant sist in estimating averaged in column (g), if available out available information and the year in addition to	Expense (Accourant 405). Is for electric plant basis or rates us ar beginning with eceding year. Is followed, list numpplied. Identify a pplied showing ser in which columns subaccount, accege service Lives, able, the weighten called for in columns to depreciation plant.	t 403); (b) Amortizate (Accounts 404 and ed from the preceding report year 1971, rep	d 405). State the basis used ing report year. reporting annually only (a) each plant subaccount, tion C the type of plant all Classifications and ained. If average balances, lassification Listed in column the type mortality curve g life of surviving plant. If) on this basis.		
	A. Summ	nary of Depreciation and A	mortization Charge	s			
Line		Depreciation 1	_		ion of		
No.	Functional Classification (a)	Expense (Account 403) (b)	Amortization o Limited Term E tric Plant (Acc 4 (c)	ec- Amortizati ec- Other Ele (4) Plant (Acc (d)	ectric Total : 405) (e)		
1	Intangible Plant		22,53	8,333	22,538,333		
2	Steam Production Plant						
3	Nuclear Production Plant		,				
4	Hydraulic Production Plant-Conventional						
5	Hydraulic Production Plant-Pumped Storage						
6	Other Production Plant		:				
7	Transmission Plant	36,606,226		8,939	36,615,165		
8	Distribution Plant	253,936,572			253,936,572		
9	General Plant	42,805,266	3,27	1,747	46,077,013		
	Common Plant-Electric						
11	TOTAL	333,348,064	25,81	9,019	359,167,083		
		B. Basis for Amortizati	on Charges	·			
Information appropriate lives The Ease	amortization charges shown in Column (c), Line 1 mation and Marketing System (CIMS), CEGIS De oved an amortization period for CIMS of 15 years of 9 years. The PowerPath System has a life of amortization charges shown in Column (c), Line 7 ments based on the periods covered by the Ease amortization charges shown in Column (c), Line 9 ective leases.	sign Tool System, Mobile I The CEGIS Design Tool 5 years. - Transmission Plant represents. No change was m	Data System, Pass System, the Mobile esent amortization ade in the basis or	port D System and the Data System and the of costs for three Tran rates from the preced	e PowerPath System. FERC with Passport D System all have nsmission Right-of-Way ling year.		

Name of Respondent Commonwealth Edison Company		This Report Is: (1) X An Origina (2) A Resubm		Date of Rep (Mo, Da, Yr 03/27/2003	r) Dog 34 2002		
		DEPRECIATI	ON AND AMORTIZA	TION OF ELE	CTRIC PLANT (Co	ntinued)	
	C.	Factors Used in Estima	ating Depreciation C	harges			
Line No.	Account No.	Depreciable Plant Base (In Thousands) (b)	Estimated Avg. Service Life (c)	Net Salvage (Percent) (d)	Applied Depr. rates (Percent) (e)	Mortality Curve Type	Average Remaining Life (g)
12				1		·	
13	Transportation						
14	Rolling Stock	186,385					
15							
16	All Other Equipment						
17	(Including Easements)						
18							
19	Transmission	1,767,878			1.75		
20	Distribution -						
21	Excl HVD, Transf&Meters	6,024,764		2.22 (1.15)	2.44	en e	
22	Line Transformers	850,928					
23	Meters	291,283					
24	High Voltage	1,491,429			2.02		
25							
26	General Plant -						
27	Structures, Improvmnts	227,526			1.38		
28	Communications Equip	388,323			5.18		
29	Computer Equipment	85,032			20.00		
30	Furniture Equipment				,		
31	and Office Machines	47,892			10.00		
	Laboratory and						
	Miscellaneous Equip	14,681			6.67		_
	Stores and Power						
	Operated Equipment	9,010		· .	5.00		<u> </u>
	Tools, Shop and Garage						
	Equipment and Other					·	
	Tangible Property	84,174	·		4.00		
39							
40			i				
41					0, 0,		-
	General Notes						
43							
44	Energy to State of the State		9.4	3,5-91	en was a region of the control of	The second secon	10.00
43	C 81 (24) 2 (1) 1 (1)						
46							
47							
48							
49							
50		•					
1							

Name of Respondent	This Report is:	Date of Report	Year of Report			
	(1) <u>X</u> An Original	(Mo, Da, Yr)	·			
Commonwealth Edison Company	(2) _ A Resubmission	03/27/2003	Dec 31, 2002			
FOOTNOTE DATA						

Schedule Page: 336 Line No.: 12 Column: b

This note pertains to all plant accounts in Column (a), excluding transportation-rolling stock.

Depreciation is computed monthly by taking the monthly depreciation rate times the average depreciable plant-in-service balances at the beginning and end of each month. The amounts shown in Column (b) are the annual average depreciable plant-in-service balances computed by dividing the sum of the monthly average plant-in-service balances for the year by twelve.

Schedule Page: 336 Line No.: 12 Column: e

The following note pertains to all rates in Column (e):

Revised depreciation rates were filed with the Illinois Commerce Commission on July 31, 2002, effective July 1, 2002. The previous depreciation rates for transmission, distribution-excluding HVD, transformers & meters, distribution high voltage and general plant were, 2.40%, 3.60%, 2.40% and 4.60%, respectively.

The annual depreciation rates include provisions for estimated removal costs, net of

The annual depreciation rates include provisions for estimated removal costs, net of salvage.

Schedule Page: 336 Line No.: 14 Column: e

Individual depreciation rates are determined for each class of transportation equipment and depreciation provisions are charged to the respective transportation clearing accounts.

Schedule Page: 336 Line No.: 22 Column: e

On July 23, 2001, the FERC approved ComEd's request to adopt vintage year accounting for electric distribution plant Accounts 368 - line transformers and Account 370 - meters, such change was allowed under Accounting Release Number AR-15 that was issued by the Federal Energy Regulatory Commission effective January 1, 1997.

Schedule Page: 336 Line No.: 23 Column: e

See preceding note.

Schedule Page: 336 Line No.: 26 Column: e

This note applies to all general plant accounts in Column (a), excluding structures/improvements and communications equipment.

The method for accrual of depreciation costs for general plant assets, excluding structures/improvements and communications equipment was changed in the year 2000 from group depreciation to amortization over a fixed life. Such change was allowed under Accounting Release Number AR-15 that was issued by the Federal Energy Regulatory Commission effective January 1, 1997.

Schedule Page: 336 Line No.: 42 Column: a

General Notes for Page 337:

The company provides depreciation on a straight-line basis by amortizing the cost of depreciable electric plant-in-service over estimated service lives for each class of plant.

Provisions for depreciation for transmission, distribution-excluding HVD, transformers & meters and distribution high voltage include a reduction of \$2,596,878, \$1,363,635 and \$2,891,552, respectively, related to estimated unrecorded retirements of certain plant-in-service. The depreciable plant base on Page 337 - Column (b) also includes a reduction for the such estimated retirements for the plant accounts specified above. The annual depreciation rate used as of July 1, 2002 in computing depreciation provisions for transmission, distribution-excluding HVD, transformers & meters and distribution high voltage plant, including estimated unrecorded retirements, was 1.75%, 2.44% and 2.02%, respectively. The annual depreciation rate used January 1, 2002 through June 30, 2002 in

FERC FORM NO. 1 (ED. 12-87)

Name of Respondent	This Report is:	Date of Report	Year of Report
· ·	(1) X An Original	(Mo, Da, Yr)	,
Commonwealth Edison Company	(2) _ A Resubmission	03/27/2003	Dec 31, 2002
	FOOTNOTE DATA		

computing depreciation provisions for transmission, distribution-excluding HVD, transformers & meters and distribution high voltage plant, including estimated unrecorded retirements, was 2.40%, 3.60% and 2.40%, respectively.

FERC FORM NO. 1 (ED. 12-87)

Page 450.1

	ne of Respondent This Report Is: (1) X An Original (2) A Resubmission	Date of Report (Mo, Da, Yr) 03/27/2003	Year of Report Dec. 31, 2002
	SUMMARY OF UTILITY PLANT AND ACCI FOR DEPRECIATION. AMORTIZATIO		
Line	Classification	Total	Electric
No.	(a)	(b)	(c)
1	Utility Plant		经营销售 医皮肤性 医皮肤性
2	In Service		
3	Plant in Service (Classified)	18,814,307	18,814,3
4	Property Under Capital Leases		
5	Plant Purchased or Sold		
6	Completed Construction not Classified	4,050,777	4,050,7
7	Experimental Plant Unclassified		
8	Total (3 thru 7)	22,865,084	22,865,0
9	Leased to Others		
10	Held for Future Use		
11	Construction Work in Progress	926,756	926,75
12	Acquisition Adjustments		
13	Total Utility Plant (8 thru 12)	23,791,840	23,791,84
14	Accum Prov for Depr, Amort, & Depl	20,465,435	20,465,43
15	Net Utility Plant (13 less 14)	3,326,405	3,326,40
16	Detail of Accum Prov for Depr, Amort & Depl		
17	In Service:		
18	Depreciation	20,465,435	20,465,43
19	Amort & Depl of Producing Nat Gas Land/Land Right		
20	Amort of Underground Storage Land/Land Rights		ethi e ni Aminari se silangi silenji daga ipundi. Tangan
21	Amort of Other Utility Plant		
22	Total In Service (18 thru 21)	20,465,435	20,465,435
23	Leased to Others		
24	Depreciation		
	Amortization and Depletion		
26	Total Leased to Others (24 & 25)	المراجع	
	Held for Future Use		
	Depreciation		
	Amortization		
	Total Held for Future Use (28 & 29)		
	Abandonment of Leases (Natural Gas)		
	Amort of Plant Acquisition Adj		
33	Total Accum Prov (equals 14) (22,26,30,31,32)	20,465,435	20,465,435
1			

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office property and the second of the second

Name of Respondent	landing land	This Report Is: (1) X An Original	Date of Report (Mo, Da, Yr)	Year of Report Dec. 31, 2002
Commonwealth Edison C	, 1	(2) A Resubmission	03/27/2003	Dec. 51,
		OF UTILITY PLANT AND ACCI EPRECIATION. AMORTIZATION		
Gas	Other (Specify)	Other (Specify)	Other (Specify)	Common
(d)	(e)	(f)	(g)	(h)
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1	ne of Respondent This Report Is: (1) X An Original (2) A Result is in a second company of Indiana, Inc.	Date of Report (Mo, Da, Yr)	Year of Report Dec. 31, 2002
	(2) A Resubmission	03/27/2003	
	ELECTRIC PLANT IN SERVICE (Account	101, 102, 103 and 106)	
2. li Acco 3. li 4. E 5. C in co of pli retire	teport below the original cost of electric plant in service according to the prescribed in addition to Account 101, Electric Plant in Service (Classified), this page and the new plant 103, Experimental Electric Plant Unclassified; and Account 106, Completed Conclude in column (c) or (d), as appropriate, corrections of additions and retirements in nclose in parentheses credit adjustments of plant accounts to indicate the negative classify Account 106 according to prescribed accounts, on an estimated basis if necestrum (c) are entries for reversals of tentative distributions of prior year reported in column (c) are entries which have not been classified to primary accounts at the end of the ements, on an estimated basis, with appropriate contral entry to the account for accursals of tentative distributions of prior year of unclassified retirements. Show in a foculumns (c) and (d), including the reversals of the prior years tentative account distributions	ext include Account 102, Electric F nstruction Not Classified-Electric. for the current or preceding year. effect of such accounts. essary, and include the entries in a clumn (b). Likewise, if the respon- year, include in column (d) a tent mulated depreciation provision. In otnote the account distributions of	column (c). Also to be includent has a significant amou ative distribution of such actude also in column (d) these tentative classification
Line	Account	Balance	Additions
No.	(a)	Beginning of Year (b)	
1	1. INTANGIBLE PLANT		(c)
2	(301) Organization	16,4	
	(302) Franchises and Consents	and the second s	
	(303) Miscellaneous Intangible Plant		
	TOTAL Intangible Plant (Enter Total of lines 2, 3, and 4)	16,4	23
	2. PRODUCTION PLANT	10,	
	A. Steam Production Plant	- production with the control of the	a arrania in anaka manaman a biji a
	(310) Land and Land Rights		
9	(311) Structures and Improvements		
10	(312) Boiler Plant Equipment		
	(313) Engines and Engine-Driven Generators		
	(314) Turbogenerator Units	<u> </u>	
	(315) Accessory Electric Equipment	<u> </u>	
	(316) Misc. Power Plant Equipment		
	TOTAL Steam Production Plant (Enter Total of lines 8 thru 14)		
	B. Nuclear Production Plant		
	(320) Land and Land Rights		<u> </u>
	(321) Structures and Improvements		
	(322) Reactor Plant Equipment		
	(323) Turbogenerator Units		
	(324) Accessory Electric Equipment		
	(325) Misc. Power Plant Equipment	 	
	TOTAL Nuclear Production Plant (Enter Total of lines 17 thru 22)		
	C. Hydraulic Production Plant		
	(330) Land and Land Rights		
	(331) Structures and Improvements		
	(332) Reservoirs, Dams, and Waterways		
	(333) Water Wheels, Turbines, and Generators		
$\overline{}$	(334) Accessory Electric Equipment		
	(335) Misc. Power PLant Equipment	same takan peranggan	
	(336) Roads, Railroads, and Bridges	A STATE OF THE STA	
	TOTAL Hydraulic Production Plant (Enter Total of lines 25 thru 31)		
	D. Other Production Plant		5. 74 5.027 S. 22 5.00 S. 20 5.00
	(340) Land and Land Rights		
	(341) Structures and Improvements		
	(342) Fuel Holders, Products, and Accessories		
	(343) Prime Movers		
	(344) Generators		
39	(345) Accessory Electric Equipment		
1			

Name of Respondent	This Report (1) [X] An		of Report Year of F	•
Commonwealth Edison Company			7/2003 Dec. 31,	2002
		E (Account 101, 102, 103 and 10		
year. 6. Show in column (f) reclassificati classifications arising from distributions arising from distributions.	nts 101 and 106 will avoid serious of ions or transfers within utility plant a tion of amounts initially recorded in	ccounts. Include also in column Account 102, include in column (e	(f) the additions or reductions of b) the amounts with respect to a	primary acco
account classifications. 7. For Account 399, state the natu	on adjustments, etc., and show in our re and use of plant included in this a lant conforming to the requirement of	account and if substantial in amou		•
 For each amount comprising the and date of transaction. If propose of such filing. 	e reported balance and changes in A d journal entries have been filed wit	Account 102, state the property pour the Commission as required by	urchased or sold, name of vendo the Uniform System of Account	or or purchas s, give also d
Retirements	Adjustments	Transfers	Balance at	T
(d)	(e)	(1)	End of Year (g)	
	A. 15. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1.		16,483	
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			16,483	
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	re of Respondent This Report Is: (1) X An Origin (2) A Resubn	nission 03/27/2003	Year of Report Dec. 31, 2002
	ELECTRIC PLANT IN SERVICE (Ad	count 101, 102, 103 and 106) (Continued)	
Line No.	Account (a)	Balance Beginning of Year (b)	Additions (c)
40	(346) Misc. Power Plant Equipment		
41	TOTAL Other Prod. Plant (Enter Total of lines 34 thru 40)		
42	TOTAL Prod. Plant (Enter Total of lines 15, 23, 32, and 41)		
	3. TRANSMISSION PLANT		
44	(350) Land and Land Rights	833	.872
45	(352) Structures and Improvements	1,330	
46	(353) Station Equipment	12,753	
47	(354) Towers and Fixtures	4,579	
48	(355) Poles and Fixtures	614	
	(356) Overhead Conductors and Devices	1,389,	
	(357) Underground Conduit	382	
1	(358) Underground Conductors and Devices	370,	
	(359) Roads and Trails		
	TOTAL Transmission Plant (Enter Total of lines 44 thru 52)	22,254,	639
	4. DISTRIBUTION PLANT		
55	(360) Land and Land Rights		
	(361) Structures and Improvements		
57	(362) Station Equipment		
58	(363) Storage Battery Equipment		
59	(364) Poles, Towers, and Fixtures		
60	(365) Overhead Conductors and Devices		
	(366) Underground Conduit	· · · · · · · · · · · · · · · · · · ·	
	(367) Underground Conductors and Devices		
	(368) Line Transformers		
	(369) Services		
	(370) Meters		
	(371) Installations on Customer Premises		
	(372) Leased Property on Customer Premises		
	(373) Street Lighting and Signal Systems		
	TOTAL Distribution Plant (Enter Total of lines 55 thru 68) 5. GENERAL PLANT		
	(389) Land and Land Rights		
	(390) Structures and Improvements		
	(391) Office Furniture and Equipment		
	(392) Transportation Equipment		
	(393) Stores Equipment		
	(394) Tools, Shop and Garage Equipment		
	(395) Laboratory Equipment		
	(396) Power Operated Equipment		-
	(397) Communication Equipment	593,90	52 3- 3- 3- 3- 3- 3- 3- 3- 3- 3- 3- 3- 3- 3
	(398) Miscellaneous Equipment		
	SUBTOTAL (Enter Total of lines 71 thru 80)	593,96	2
	(399) Other Tangible Property		
	TOTAL General Plant (Enter Total of lines 81 and 82)	593,96	2
	TOTAL (Accounts 101 and 106)	22,865,08	4
	(102) Electric Plant Purchased (See Instr. 8)		
	(Less) (102) Electric Plant Sold (See Instr. 8)		
	103) Experimental Plant Unclassified	2-1	
- 1	TOTAL Electric Plant in Service (Enter Total of lines 84 thru 87)	22,865,08	4
88	IOTAL LIECTIC Flant III Corrido (Enter Foldro) Inido of Inido of	,	. The state of the

Name of Respondent		This Report Is	s:	Date of Report (Mo, Da, Yr)	Year of Re	eport
Commonwealth Edison Compan	y of Indiana, Inc.	(1) X An (onginal esubmission	(Mo, Da, Yr) 03/27/2003	Dec. 31,	2002
	ELECTRIC PL	1 1 1		03 and 106) (Continued)	<u> </u>	
Retirements		tments	Transfers		ince at	T
(d)	1	e)	(f)	End	ance at of Year (g)	
(3)			1		19/	
						
						
					10 July 40 J	
基础基础的 2011年 (2015年 1925年 1926年 1					833,872	
					1,330,725	
					12,753,438	
					4,579,445	
					614,645	
					1,389,689	
					382,350	
					370,475	
	mar pmar and a second		See a see			· -
			<u> </u>		22,254,639	
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The second secon			A Section 1.	9 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	593,962	78 79
					393,902	80
					593,962	81
		 -			200,002	82
					593,962	83
					22,865,084	84
	· · · · ·				,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	85
						86
						87
	*****		···	· · · · · · · · · · · · · · · · · · ·	22,865,084	88
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Name of Respondent	This Report is:	Date of Report	Year of Re
Commonwealth Edison Company of Indiana, Inc.	(1) X An Original (2) A Resubmission	(Mo, Da, Yr) 03/27/2003	Dec 31, 20
	FOOTNOTE DATA		

Schedule Page: 204 Line No.: 88 Column: c

Account distribution of tentative classifications of additions and retirements:

		Addi	tions			Retirements		
Account	Beginning of Year		End of Year		Beginning of Year		End of Year	
350	\$	(8,281)	\$		\$, -	\$. –
352		733,095		-		-		-
353		786,462		-		· -		_
354	2	,451,550		-		24,512		-
356		· -		-		32,265		-
357		83,998		-		-		_
397		-3,953		-		·. -		-
	\$ 4	,050,777	\$	-	\$	56,777	\$	-
	===	======	====	======	===	======	====	======

i	e of Respondent Imonwealth Edison Company of Indiana, Inc.	This Report Is: (1) X An Original (2) A Resubmission	Date of Report (Mo, Da, Yr) 03/27/2003	Year of Report Dec. 31, 2002
	CONSTRI	UCTION WORK IN PROGRESS E		
2. Sh Accou	eport below descriptions and balances at end of now items relating to "research, development, an unt 107 of the Uniform System of Accounts) nor projects (5% of the Balance End of the Year	year of projects in process of construind demonstration" projects last, under	uction (107) r a caption Research, Develo	
Line	Description of Proje	ect	·· ···	Construction work in progress Electric (Account 107)
No.	(a)			Electric (Account 107) (b)
1	Projects -			(0)
2	Install Fiber Optic Cable			102,78
3	Station 7 - Equipment Monitor L0702, 0705			320,83
4	L0721 Line Relay and Carrier			159,15
5	Install Audiotone Equipment			296,95
6				
7				
8				
9	Minor Projects			47,01
10		,		
11				
12				
13				
14				
15				············
16				
17				
18				
19			····	· · · · · · · · · · · · · · · · · · ·
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32		Charles of the second of the s		क्षा क्षा किस्साविक स्थापना विकास का क्षा किस्साविक स्थापना करता है। इस किस्साविक स्थापना क्षा के किस्साविक स्थापना करता है।
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40	<u> </u>			· · · · · · · · · · · · · · · · · · ·
41				
42	· · · · · · · · · · · · · · · · · · ·			
42	TOTAL		·	

[Alm	me of Bospondont	This Report Is:	Date	of Report	ear of Report
ŧ	me of Respondent	(1) X An Original	[(Mo,	Do Vtl	Dec. 31, 2002
Co	mmonwealth Edison Company of Indiana, Inc.	(2) A Resubmis		//2003	
	ACCUMULATED PR	OVISION FOR DEPRECIA	ATION OF ELECTRIC UT	LITY PLANT (Account	108)
	Explain in a footnote any important adjustn				
	Explain in a footnote any difference between				that reported for
	ctric plant in service, pages 204-207, colum				.
	The provisions of Account 108 in the Unifor h plant is removed from service. If the res				
	n plant is removed from service. If the resp /or classified to the various reserve functio				
	t of the plant retired. In addition, include al				
	sifications.		. •		•
4. 5	Show separately interest credits under a sir	nking fund or similar me	thod of depreciation ac	counting.	
		Section A. Balances and			
Line	Item	Total (c+d+e)	Electric Plant in Service	Electric Plant Held for Future Use	Leased to Others
No.	(a)	(b)	(c)	(d)	(e)
1	Balance Beginning of Year	20,196,62	1 20,196,62	1	
2	Depreciation Provisions for Year, Charged to				
3	(403) Depreciation Expense	273,417	7 273,41	7	
4	(413) Exp. of Elec. Plt. Leas. to Others				÷
5	Transportation Expenses-Clearing				
6	Other Clearing Accounts				
7	Other Accounts (Specify, details in footnote):				
8					
9	TOTAL Deprec. Prov for Year (Enter Total of	273,417	273,41	7	
	lines 3 thru 8)	to approximate transport and the second special second			
10	Net Charges for Plant Retired:				
11	Book Cost of Plant Retired				
12	Cost of Removal	4,603	4,603	*	
	Salvage (Credit)				
14	TOTAL Net Chrgs. for Plant Ret. (Enter Total	4,603	4,603	1	
	of lines 11 thru 13)				
15	Other Debit or Cr. Items (Describe, details in		}		
	footnote):			<u> </u>	
16	Balance End of Year (Enter Totals of lines 1,	20,465,435	20,465,435	:	
17	9, 14, 15, and 16)	20,700,700	20,700,700		
		. Balances at End of Yea	ar According to Function	al Classification	
18	Steam Production				
	Nuclear Production				
	Hydraulic Production-Conventional				
	Hydraulic Production-Pumped Storage	· · · · · · · · · · · · · · · · · · ·			
	Other Production				<u> </u>
22	Transmission	20,248,109	20,248,109		
		20,2,0,100	25,215,700		
24	Distribution	217.326	217.326		
0.5	Concell	, (14.3/0)	. / 17.3/0	i	T .

\$1.5

20,465,435

20,465,435

26 TOTAL (Enter Total of lines 18 thru 25)

Mar	ne of Respondent	This Report Is:	Date o	of Report	Year of Report
	mmonwealth Edison Company of Indiana, Inc.	(1) X An Original (2) A Resubmis	(Mo, E	Da, Yr)	Dec. 31, 2002
	DEPRECIATION	AND AMORTIZATION OF		ount 403, 404, 405)	
		(Except amortization of a		/b \ A a di a di	
1. I	Report in Section A for the year the amount nt (Account 404); and (c) Amortization of Ot	s for: (a) Depreciation (Expense (Account 403) Junt 405)	; (b) Amortization (of Limited-Lerm Elec
7. d	Report in Section 8 the rates used to compu	ite amortization charge:	s for electric plant (Acco	ounts 404 and 405)	. State the basis us
o c	ompute charges and whether any changes	have been made in the	basis or rates used from	m the preceding re	port year.
	Report all available information called for in			t year 1971, report	ing annually only
	nges to columns (c) through (g) from the co			lhe in anleeme (a) an	
	ess composite depreciation accounting for to bunt or functional classification, as appropri				
	uded in any sub-account used.	2.0, 10 1111011 2 1210 10 11	, , , , , , , , , , , , , , , , , , ,	•	are type of plant
n c	olumn (b) report all depreciable plant balanc				
	wing composite total. Indicate at the bottom	of section C the mann	er in which column bala	nces are obtained.	If average balance
	e the method of averaging used. columns (c), (d), and (e) report available info	ormation for each plant	cubaccount account of	r functional classific	aation Listad in astum
-or	If plant mortality studies are prepared to as	sist in estimating average	ge service Lives, show i	in column (f) the tv	pe mortality curve
a). sele	cted as most appropriate for the account an	d in column (g), if availa	able, the weighted aver	age remaining life	of surviving plant. If
om	posite depreciation accounting is used, repo	ort available information	called for in columns (I	o) through (g) on th	is basis.
I. II	provisions for depreciation were made duri	ng the year in addition t	o depreciation provided	by application of i	eported rates, state
he l	pottom of section C the amounts and nature	of the provisions and the	ne plant items to which	related.	
		•			
	A Sumr	mary of Depreciation and A	mortization Charges		
ne		Depreciation	Amortization of	Amortization of Other Electric	
lo.	Functional Classification	Expense (Account 403)	Limited Term Elec- tric Plant (Acc 404)	Other Electric Plant (Acc 405)	Total
	(a)	(b)	(c)	(d)	(e)
1	Intangible Plant				
	Steam Production Plant				
	Nuclear Production Plant				
	Hydraulic Production Plant-Conventional				
	Hydraulic Production Plant-Pumped Storage				
	Other Production Plant				
	Transmission Plant	266,230			266,2
	Distribution Plant	7.407			
9	General Plant	7,187			7,1
	Common Plant-Electric	272 447		·	
	TOTAL				273,4
	1011.2	273,417	•		270,4
		2/3,41/			275,4
					27.5,4
		B. Basis for Amortizati	on Charges		270,4
			······································		270,4
	्रक्टा मुक्का क्षेत्रके कर्म कराव अस्तर अस्त		······································		270,4
			······································		
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			······································		2.10,-
			······································	and changings are	2.10,
			······································		

	ne of Respondent mmonwealth Edison Compa		This Report Is: (1) X An Origina (2) A Resubm	nission	Date of Re (Mo, Da, \) 03/27/200	3	Year Dec.	of Report 31, 2002
		DEPRECIATIO	ON AND AMORTIZA	TION OF ELE	CTRIC PLANT (C	ontinued)		
	С	. Factors Used in Estima	=	-				
Line No.	Account No.	Depreciable Plant Base (In Thousands)	Estimated Avg. Service Life	Net Salvage (Percent)	Applied Depr. rates (Percent)	Morta Cur Typ	ve e	Average Remaining Life
10	(a) 345 KV Transmission	(b)	(c)	(q)	(e)	(1)		(g)
	Line Interconnection				-	 		
	between Commonwealth			 		 		
	Edison and Indiana			 		 		
	Michigan Power	-		 		 		
						-		
18	Company	2,857			1.21			
19				<u> </u>	7.2	 		
20				<u> </u>				
21								<u> </u>
22								
23								
	All Other Electric	-						
	Plant	19,740			1.21			
26								
27		:						
28	Géneral Note							
29								
30								
31								
32								
33								
34								
35						· · · · · · · · · · · · · · · · · · ·		
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48								
49								
50								
30								
							<u></u>	

Name of Respondent	This Report is:	Date of Report	Year of Rep
· ·	(1) X An Original	(Mo, Da, Yr)	,
Commonwealth Edison Company of Indiana, Inc.	(2) _ A Resubmission	03/27/2003	Dec 31, 20(
	FOOTNOTE DATA		

Schedule Page: 336 Line No.: 18 Column: b

Depreciation is computed monthly by using the monthly composite depreciation rate times the average depreciable plant-in-service balances at the beginning and end of each month. The amounts shown in Column (b) are the annual average depreciable plant-in-service balances computed by dividing the sum of the monthly average plant-in-service balances if the year by twelve.

Schedule Page: 336 Line No.: 28 Column: a

The company follows composite depreciation accounting for amortizing the cost of its electric plant-in-service over the estimated remaining service lives of such properties.

l	-2003 12:01pm From-PECO ENERGY CO.PED BUSINESS UNIT 215: B of Respondent (1) [X] An Original (2) A Resubmission	E-841-6949 T-593 Date of Report (Mo, Da, Yr)	P 002/013 F-722 Year of Report Dec. 31, 2002
	SUMMARY OF UTILITY PLANT AND ACC FOR DEPRECIATION, AMORTIZATIO		
∟пе	Classification	Total	Electric
No.	(a)	(b)	(c)
1	Utility Plant		· miner and a second se
2	In Service		
3	Plant in Service (Classified)	5,957,259,136	4,268,087,50
	Property Under Capital Leases		
	Plant Purchased or Sold		
	Experimental Plant Unclassified		
	Total (3 Inru 7)	5,957,259,136	4,268,087,50
	Leased to Others		1,5-0,1-0,1-0
	Hela for Future Use	1,837,016	1,820,607
	Construction Work in Progress	125,107,013	50,435,050
	Acquisition Adjustments		30,100,000
	Total Utility Plant (8 thr., 12)	6,084,203,165	4,320,343,158
	Accum Prov for Depr., Amort. & Depl	1,922,144,762	1,478,719,192
	Net Utility Plant (13 less 14)	4,162,058,403	2,841,623,966
	Detail of Accum Prov for Depr. Amort & Depi	The second secon	
17	In Service:		
18	Deprecation	1,922,144,762	1,478,719,192
19	Amort & Dept of Producing Nat Gas Land/Land Right		
20	Amort of Underground Storage Land/Land Rights		
21	Amort of Other Utility Plant		
22	Total in Service (18 thru 21)	1,922,144,762	1,478,719,192
23	Leased to Others		
24	Depreciation		
25	Amortization and Depletion		
26	Total Leased to Others (24 & 25)		
27	Held for Future Use	And the second of the second o	
28	Depreciation		
29	Amortzation		
30	Total Held for Future Use (28 & 29)		
31	Abandonment of Leases (Natural Gas)		
32	Amort of Plant Acquisition Adj		
33	Total Accum Prov (equals 14) (22,26,30,31,32)	1,922,144,762	1,478.719,192

a Atherson

04-21-2003 12:01pm Fr Name of Respondent PECO Energy Company		JSINESS UNIT his Keportis: 1) X An Original 2) A Resubmission	215-841-6949 T- Date of Report (Mo, Da, Yr)	593 P.003/013 F-722 Year of Report Dec. 31 2002	
			ACCUMULATED PROVISIONS ZATION AND DEPLETION		
Gas	Other (Specity)	Other (Specify)	Other (Specify)	Common	Line
(d)	(e)	(f)	(9)	(h)	No.
					- 1
1,319,023,586				370,148,049	9 3
1,3.3,520,500				375,140,040	
					5
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1,319,023,586				370,148,049	
					9
2,258				14,150	
20,857,470				53,814,493	
					12
1,339,883,315				423,976,692	
382,228,602				61.196.968	
957,654,713				362,779,724	
				,	16
					17
382,228,602				61,196,968	18
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200 000 000					21
382,228,602		- Control of the Cont		61,196,968	22
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	TARLETT OF A PARTICULAR CARPET OF THE STATE STREET, AND ASSESSED OF THE STREET, AND AS				26
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	The state of the s				31
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382,228,602				61,196,968	33
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04-2	1-2003 12:01pm From-PECO ENERGY CO.PED	BUSINE	SS UNIT		215-841	-6949	T-593	P.004/013	F-722
	ne of Respondent CO Energy Company	(1) [2	eport Is:			Date of Repor (Mo, Da, Yr)	1	Year of Re Dec 31.	роп 2002
		(2)	A Resub		an 104 d	/ / 02, 103 and 108)			
									· ·
2: In	leport pelow the original cost of electric plant in sent addition to Account 101, Electric Plant in Service (aunt 103, Experimental Electric Plant Unclassified; a	(Classifie	ed), this pa	ge and the	next inc	lude Account 102,		nt Purchase	d or Sold.
	nclude in column (c) or (d), as appropriate, correction						ng year.		
	inclose in parentheses credit adjustments of plant a lassify Account 106 according to prescribed accoun						varias ia aa		
ສ. C ທ ແກ	lumn (c) are enthes for reversals of tentative distrib	utions o	i dnor vear	reported i	n column	r, and include the E (b). Likewise if it	e responde	iumn (c). Al:	so to be include
of pla	ant reprements which have not been classified to pi	nmary ac	counts at 1	the end of	the year,	include in column	(d) a tentati	ve distributio	on of such
retire	ements, on an estimated pasis, with appropriate cor	ntra entr	to the acc	ount for a	ocumulat	ed depreciation pro	ovision. Inc	lude also in d	column (d)
	rsals of tentative distributions of phor year of unclast turnns (c) and (d), including the reversals of the pro								
		or years	les live di	AUGIN GIS	11100100112				
Line	Account					Balance Beginning of	Year	A	dditions
No.	(a)					(b)			(c)
1	1. INTANGIBLE PLANT			····					
2			 		I				
3	(302) Franchises and Consents						162.934		
4	(303) Miscellaneous Intangible Plant								
5	TOTAL Intangible Plant (Enter Total of lines 2, 3,	and 4)					182,934		
6	2. PRODUCTION PLANT								
7	A. Steam Production Plant								
8	(310) Land and Land Rights								
9	(311) Structures and Improvements								
10	(312) Boiler Plant Equipment								
11	(313) Engines and Engine-Driven Generators								
12	(314) Turbogenerator Units								
13	(315) Accessory Electric Equipment								
	(316) Misc. Power Plant Equipment								
	TOTAL Steam Production Plant (Enter Total of line	es 8 thru	14)						
	B Nuclear Production Plant			·		,			
	<u> </u>						· ·····		
	(321) Structures and Improvements								
$\overline{}$	(322) Reactor Plant Equipment								
	(323) Turbogenerator Units								
	(324) Accessory Electric Equipment						,		
	(325) Misc. Power Plant Equipment							:	
	TOTAL Nuclear Production Plant (Enter Total of lit	nes 17 tr	nu 22)						
	C. Hydraulic Production Plant								
	(330) Land and Land Rights						·		
	(331) Structures and Improvements								
	(332) Reservoirs, Dams, and Waterways								
_	(333) Water Wheels, Turbines, and Generators								
	(334) Accessory Electric Equipment	. A	10 54				<u> </u>		
\rightarrow	(335) Misc. Power PLant Equipment								
\rightarrow	(336) Roads, Railroads, and Bridges								
	TOTAL mydraulic Production Plant (Enter Total of	nnes 25	นาณ 31)						
	D. Other Production Plant								
	(340) Land and Land Rights								
	(341) Structures and Improvements						1	<u> </u>	
	(342) Fuel Holders, Products, and Accessories				_				
	(343) Prime Movers								
	(344) Generators			-					
39	(345) Accessory Electric Equipment								
Ì									

04-21-2003 12:01pm From- Name of Respondent PECO Energy Company			-6949 T-593 Date of Report (Mo, Da, Yr)	Year of Rep	F-722 ort 2002
	ELECTRIC PLANT IN SERVICE				
instructions and the texts of Accou	unts 101 and 106 will avoid senous			lant actually in se	rvice at end of
classifications ansing from distributions from the depreciation, acquising account classifications. 7. For Account 399, state the natural subaccount classification of such 8. For each amount comprising the	tions or transfers within utility plant a upon of amounts initially recorded in pon adjustments, etc. and show in c ure and use of plant included in this plant conforming to the requirement he reported balance and changes in	Account 102, include in a column (f) only the offset account and if substantial of these pages. Account 102, state the pi	column (e) the amounts will to the debits or credits dist in amount submit a supplication of the column of the co	th respect to accurate the column to the column terms of vender column terms of vender columns of vend	imulated (f) to primary ent showing or purchase,
and date of transaction. If proposition of such filing.	ed journal entries have been filled wi	in the Commission as rea	quired by the Uniform Syst	em of Accounts, 9	give also date
Retirements	(Adjustments	Transfers	Balar	ice at	Line
(d)	(e)	(f)		f Year	No.
				-	1
					2
				162,934	3
		<u> </u>			4
		J.		162,934	5
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04-21-2003 12:02pm From-PECO ENERGY CO.PED BUSINESS UNIT 215-841-6949 T-593 P.006/013 F-722

	This Board In	Pote of Porce	P.0007013 P=122
	e of Respondent This Report Is: (1) [X] An Original	Date of Report (Mo, Da, Yr)	Year of Report Dec. 31 2002
PEC	O Energy Company (2) A Resubmission	11	Dec. 31, 2002
	ELECTRIC PLANT IN SERVICE (Account 101	, 102, 103 and 106) (Continued)	
ine	Account	Balance Beginning of Year	Additions
No.	(a)	(b)	(c)
40	(346) Misc. Power Plant Equipment		
41	TOTAL Other Prod. Plant (Enter Total of lines 34 thru 40)		
42	TOTAL Prod. Plant (Enter Total of lines 15, 23, 32, and 41)		
43	3. TRANSMISSION PLANT		
44	(350) Land and Land Rights	61,171,	97
45		21,642,	685,6
46	(353) Station Equipment	308,784.	
47	(354) Towers and Fixtures	239,361,	10,5 (2,5
48	(355) Poles and Fixtures	5,833,	
49	(356) Overnead Conductors and Devices	125,111,	
	(357) Underground Conduit	6,389,	
	(358) Underground Conductors and Devices	76,559,	
	(359) Roads and Trails	2,054,0	
	TOTAL Transmission Plant (Enter Total of lines 44 thru 52)	846,909,	
	4. DISTRIBUTION PLANT		
	(360) Land and Land Rights	36,253,	
56	(361) Structures and improvements	40,814,7	
57	(362) Station Equipment	584,168,	
58	(363) Storage Battery Equipment		
59	(364) Poles, Towers, and Fixtures	423,773,2	29,015,57
60	(365) Overhead Conductors and Devices	523,801,8	
61	(366) Underground Conduit	231,989,8	6,991,36
62	(367) Underground Conductors and Devices	524,377,7	
63	(368) Line Transformers	343,888.5	13,239,43
64	(369) Services	272,476,8	14,886,42
65	(370) Meters	194,864.2	11,507,12
66	(371) Installations on Customer Premises	1.030,1	23
67	(372) Leased Property on Customer Premises	· .	
	(373) Street Lighting and Signal Systems	47,302,6	42 707,32
	TOTAL Distribution Plant (Enter Total of lines 55 thru 68)	3,224,741.3	90 134,313,03
	5. GENERAL PLANT		
	(389) Land and Land Rights	1,607,9	68
	(390) Structures and Improvements	20,761,5	68 423,32
$\overline{}$	(391) Office Furniture and Equipment	6,772,0	46 245,79
	(392) Transportation Equipment		
	(393) Stores Equipment	896,3	
	(394) Tools, Shop and Garage Equipment	9,659,1	
	(395) Laboratory Equipment	. 300,8	89
		Life the first the same of the	
-	(397) Communication Equipment	10,597,2	1,159,560
	(398) Miscellaneous Equipment	2,800,5	440,001
_	SUBTOTAL (Enter Total of lines 71 thru 80)	53,395,7	68 3,100,651
	(399) Other Tangible Property		
	TOTAL General Plant (Enter Total of lines 81 and 82)	53,395,7	-,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,
	TOTAL (Accounts 101 and 106)	4,125,209,7	49 154,666,262
	(102) Electric Plant Purchased (See Instr. 8)		
	(Less) (102) Electric Plant Sold (See Instr. 8)		
	(103) Experimental Plant Unclassified		
88	TOTAL Electric Plant in Service (Enter Total of lines 84 thru 87)	4,125,209,7	154,666,262

T-593 From-PECO ENERGY CO. PED BUSINESS UNIT 215-841-6949 P.007/013 F-722 04-21-2003 12:02pm Date of Report Year of Report Name of Respondent (1) X An Original (Mo, Da, Yr) Dec. 31. 2002 PECO Energy Company (2) A Resubmission 11 ELECTRIC PLANT IN SERVICE (Account 101, 102, 103 and 106) (Commued) Transfers Retirements Adjustments Balance at Line End of Year No. (f) (e) (D) 40 41 42 43 503,996 60,668,001 44 842 22,327,193 45 326,968 -4,025,000 319,675,104 46 240,063,361 47 5,844,120 48 -100,305 125,556,750 2,137 49 6,395,590 50 -53,000 76,565,254 51 2,054,612 52 -4,178,305 859,149,985 53 833,843 54 103,867 36,572,282 55 64,979 41,136,342 56 643,236 1,419,158 594.660,026 57 58 1.449,225 451,339,646 59 1,217,784 546,630,517 60 241,917 238,739,315 61 543,936,708 3,835,114 62 357,127,950 63 287,001,561 361,668 64 206,371,358 65 1,030,123 66 67 47,747,400 262,565 68 8,180,355 1,419,158 3,352,293,228 69 70 1,607,968 71 14,836 21,170,060 72 7,017,841 73 74 896,382 75 229 10,548,240 76 300,889 77 and the same ----المراجع المهافرات المراث 78 11,756,804 79 3,183,170 80 15,065 56,481,354 81 82 15,065 56,481,354 83 9,029,363 -2,759,147 4,268,087,501 84 85 86 87 -2,759,147 9,029,363 4,268,087,501 88

	-2003 12:02pm From-PECO ENERGY CO.PED		215-841		T-593	P.008/013	
ł .	e of Respondent O Energy Company	This Report is: (1) X An Origina		(M	te of Report o, Da, Yr)	Year of F Dec. 31,	Report 2002
,		(2) A Resubn		ISE IA			
1 0	eport separately each property held for future use				····	roup other iter	ns of property he
for fu	ture use						
2. Fo	or property having an original cost of \$250,000 or r required information, the date that utility use of su	nore previously used ich property was disc	in utility operation ontinued, and the	ns, now date th	held for future use, of original cost was t	give in column ransferred to	n (a), in addition [.] Account 105.
Line No.	Description and Location				Date Expected to to in Utility Sen. (c)		Balance at
No.	Of Property (a))11 1(lis Acc	JUNE	(c)		End of Year (d)
1	Land and Rights						1 220 60
3	Other Properties with original cos less than \$250,000		-				1,820,60
4	ILDS WIGHT PEOP, SEE						
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20	Other Development of the Control of						
21	Other Property:						
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33 34					····		
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40 41						-	
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47	Total						1.820.607

Name	-2003 12:03pm From-PECO ENERGY CO.PED e of Respondent	This Report Is: (1) X An Original	215-841	Date of Report (Mo, Da, Yr)	P.009/013 F-722 Year of Report Dec. 31, 2002
750	O Energy Company	(2) A Resubmission		/ /	
2. Sn Accol	constructions and balances at end of year to the uniform System of Accounts) nor projects (5% of the Balance End of the Year for	demonstration" projects las	constructio st, under a c	n (107) aption Research, Develop	
Line No.	Description of Project (a)	ī			Construction work in progress - Electric (Account 107) (b)
1	Transmission and Distribution Plant				50,435,050
2					
3		·			
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7	Mark the second	± 11			
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42					
43	TOTAL			1	

Start of

Nan	1-2003 12:03pm From-PECO ENERGY CO. Fine of Respondent CO Energy Company	PED BUSINESS UNIT Inis Report is: (1) X An Onginal (2) A Resubmissi	on (Me	•	Year of Repo	-722 ort 2002
2. E elect 3. T such and cost clas	Explain in a footnote any important adjustment and in a footnote any difference between the plant in service, pages 204-207, columning plant is removed from service. If the resploy classified to the various reserve function of the plant retired. In addition, include all sifications.	ents during year. In the amount for book con 9d), excluding retirement System of accounts recondent has a significant hal classifications, make costs included in retirements fund or similar metricing fund or similar metricing.	est of plant retired, tents of non-deprecial quire that retirement amount of plant retirement pretiminary closing tent work in progression of depreciation	Line 11, column (able property. Its of depreciable ired at year end v entries to tentativ ss at year end in accounting.	c), and that report plant be record which has not be vely functionalize	ed when en recorde the book
Line	Solution State Sta	ection A. Balances and C			nt Held Flac	toc Plant
No.	(a)	(c+dfe) (b)	Electric Plant in Service (c)	Electric Plan for Future (d)	Use Lease	tric Plant d to Others (e)
. 1	Balance Beginning of Year	1,377,974,296	1,377,974			(4)
2	Depregation Provisions for Year, Charged to	1,317,317,1230	1,517, 0 14,	200		
	(403) Depreciation Expense	124,819,573	124,819,	573		** ** ** ***
	(413) Exp. of Ejec. Pit. Leas. to Others	124,5(3,313	127,013,	3/3		
	Transportation Expenses-Cleaning					-1
	Other Cleaning Accounts					
	Other Accounts (Specify, details in footnote).					
8						
	TOTAL Deprec. Prov for Year (Enter Total of lines 3 thru 8)	124,819,573	124,819,	573		
10	Net Charges for Plant Retired.					
11	Book Cost of Plant Rétured	9,029,363	9,029,	363		
12	Cost of Removal	16,613,382	16,613,	382		***************************************
13	Salvage (Credit)	1,588,068	1,568,	068		
14	TOTAL Net Chrgs. for Plant Ret. (Enter Total of lines 11 thru 13)	24,074,677	24,074,6	677		
15	Other Debit or Cr. Items (Describe, details in footnote):					
16						
17	Balance End of Year (Enter Totals of lines 1, 9, 14, 15, and 16)	1,478,719,192	1.478,719,1	192		
	Section B.	Balances at End of Year	According to Functi	ional Classificatio	n	***************************************
18	Steam Production					
19	Nuclear Production					
20	Hydraulic Production-Conventional	e englassy are en eftet engan het het een een een een een een een een een e	g krije som	the desirement of	79 .	والإنتاء الإنجاز المدواء والمناط
21	Hydraulic Production-Pumped Storage					
22	Other Production					
23	Transmission	371,114,699	371,114.6	899		
24	Distribution	1,093,673,519	1,093,673,5	i19		
25	General	13,930,974	13,930,9	174		
26	TOTAL (Enter Total of lines 18 thru 25)	1,478,719,192	1,478,719,1			

for the year the amount id (c) Amortization of Or the rates used to compile whether any changes information called for in through (g) from the conscious assification, as appropriount used. I indicate at the bottomaging used (e) report available in idies are prepared to aspirate for the account at accounting is used, repectation were made duit the amounts and nature	This Report Is. (1) X An Original (2) A Resubmissi AND AMORTIZATION OF (Except amortization of acts for: (a) Depreciation Expense ther Electric Plant (Accoust amortization charges have been made in the Section C every fifth year complete report of the preciable plant is intense, to which a rate is a process to which rates are a most section C the manner of section C the manner of the preciation and in column (g), if available information of the previsions and the previsions and the preciation and A Depreciation and A Depreciation and A Depreciation (Account 403) (b)	ELECTRIC PLANT (Account Juisition adjustments) Expense (Account 403); (unt 405); (unt 405); (or electric plant (Account as beginning with report seeding year. If followed, list numerically pplied. Identify at the bound showing subtotals er in which column balant subaccount, account or ge service Lives, show in able, the weighted averancelled for in columns (but depreciation provided the plant items to which respectives.)	nt 403, 404, 405) (b) Amortization of Linuts 404 and 405). State preceding report year 1971, reporting a yin column (a) each pattorn of Section C the by functional Classification column (f) the type in the column (f) the type in the column (f) the type in the column (g) on this by application of repo	nited-Term Electricate the basis used year. annually only blant subaccount, type of plant ications and average balances, on Listed in column nortality curve arviving plant. If easis.
for the year the amount of (c) Amortization of Or the rates used to compile the rates of the control of the	AND AMORTIZATION OF (Except amortization of acts for. (a) Depreciation Expense have been made in the Section C every fifth year of the preciable plant is fate, to which a rate is again of section C the manner of the preciation to the previous available information in the year in addition the of the provisions and the section C the manner of the provisions and the previous of the provisions and the previous (Account 403)	ELECTRIC PLANT (Account quisition adjustments) Expense (Account 403); (unt 405); for electric plant (Account ar beginning with report electring year. If followed, list numerically pplied. Identify at the bound population of the weighted average service Lives, show in able, the weighted average service Lives, show in called for in columns (but to depreciation provided the plant items to which results are the plant form the plant form the plant (Account of Limited Term Electric Plant (Acc 404) (c)	the Amortization of Line and Amortization of Line application of Line and Amortization of Line and Amortization of Other Electric Plant (Acc 405)	nited-Term Electricate the basis used year. annually only blant subaccount, type of plant ications and average balances, on Listed in column nortality curve urviving plant. If easis, orted rates, state at Total (e)
for the year the amount of (c) Amortization of Or the rates used to compile the rates of the control of the	(Except amortization of acts for: (a) Depreciation Esther Electric Plant (According amortization charges have been made in the Section C every fifth year of the present of the present depreciable plant is late, to which a rate is again of section C the manner of section C the manner of section C the manner of the present of the previous and the previous and the previous and the previous and the previous of the previous and the previous of the previous and the previous (Account 403)	Expense (Account 403); (unt 405); (unt 405); (or electric plant (Account 403); (or electric plant (Account 403); (or electric plant (Account 403); (or electric plant (Account ar beginning with report ceding year. I followed, list numerically pplied. Identify at the bound population of the service Lives, show in able, the weighted averance to depreciation provided the plant items to which results are the plant of the plant items to which results are the plant (Acc 404) (c)	(b) Amortization of Linints 404 and 405). Start the preceding report year 1971, reporting a y in column (a) each pottom of Section C the start that the section of Section C the section of Section C the section of Section C the section of Cassification column (f) the type in general life of such through (g) on this between the section of report the section of Section of Cother Electric Plant (Acc 405)	ate the basis used year. annually only plant subaccount, type of plant dications and average balances, on Listed in column nortality curve urviving plant. If lasis, orted rates, state at Total (e)
id (c) Amortization of Orthe rates used to compile whether any changes information called for in through (g) from the coexistion accounting for lassification, as appropriount used. I indicate at the bottomaging used (e) report available in idies are prepared to accounting for the account at accounting is used, repectation were made duithe amounts and natural A. Sum at Classification	ts for: (a) Depreciation Expense ther Electric Plant (Accounte amortization charges thave been made in the section C every fifth yea total depreciable plant is fate, to which a rate is a faces to which rates are a formation for each plant formation for each plant ssist in estimating avera- from of column (g), if available information to the manner formation for each plant ssist in estimating avera- from the previous and the e of the provisions and the Depreciation Expense (Account 403)	expense (Account 403); (unt 405) is for electric plant (Account 405) is for electric plant (Account ar beginning with report ar beginning with report aceding year. Is followed, list numerically pplied. Identify at the bound popular showing subtotals ar in which column balant subaccount, account or ge service Lives, show in able, the weighted averance called for in columns (but to depreciation provided the plant items to which reportization of Limited Term Electric Plant (Acc 404) (c)	ints 404 and 405). Start the preceding report year 1971, reporting any in column (a) each pottom of Section C the start that the preceding of the start of the st	ate the basis used year. annually only plant subaccount, type of plant ications and average balances, on Listed in column nortality curve urviving plant. If lasis, orted rates, state at Total (e)
al Classification (a)	Depreciation Expense (Account 403)	Amortization of Limited Term Elec- tric Plant (Acc 404) (c)	Plant (Acc 405)	(e)
(a)	Expense (Account 403)	tric Plant (Acc 404) (c)	Plant (Acc 405)	(e)
ant		6,465,716		
ant				
	1			
lant	1			
Plant-Conventional				
Plant-Pumped Storage				
nt	11 002 507			
		·		11,603,59
	<u> </u>			73,840,457
		13 158 110		1,757,723
	93,014,238	19,623,835		18.970,580 112,638,073
	B. Basis for Amortizati	ion Charges		
	nt nc	11,603,597 73,840,457 1,757,723 nc 5,812,461 93,014,238	11,603,597 73,840,457 1,757,723 nc 5,812,461 13,158,119 93,014,238 19,623,835 B. Basis for Amonization Charges	11,603,597 73,840,457 1,757,723 TC 5,812,461 13,158,119 93,014,238 19,623,835 B. Basis for Amonization Charges

215-841-6949 P.012/013 From-PECO ENERGY CO.PED BUSINESS UNIT T-593 F-722 04-21-2003 12:03pm This Report Is: (1) X An Original Date of Report Name of Respondent Year of Report (Mo, Da, Yr) 2002 Dec 31. PECO Energy Company A Resubmission 11 (2) DEPRECIATION AND AMORTIZATION OF ELECTRIC PLANT (Continued) C. Factors Used in Estimating Depreciation Charges Depreciable Estimated Applied Mortality Average Line Avg Service Depr. rates (Percent) Plant Base Salvage Curve Account No. Remaining No. Life (Percent) (In Thousands) Type Life (a) (0) (c) (d) (e) (9) 12 TRANSMISSION PLANT 13 50.00 14 352.0 ** 9,129 3.86 R5 28 00 177,723 55.00 2.76 S1 15 353.0 ** 36 00 16 354 0 60.00 125,600 2.75 RC 36.00 17 355.0 4.845 45.00 2.77 2ءا 36 00 55 00 63.772 3.03 R3 18 356.0 ** 33 00 2.533 60 00 19 357.0 R2 3 69 27.00 41,466 60.00 2.56 R2 20 358.0 39.00 21 251 40.00 8.70 S3 359.0 11.00 22 SUBTOTAL 425,319 23 24 DISTRIBUTION PLANT 45.00 25 361.0 17,328 5.24 L2 19.00 343,529 45.00 3 37 12 26 362.0 30.00 50 00 282,775 27 364.0 2.61 R1 38.00 50 00 28 365.0 381,354 2.74 L1 36 00 366.0 134,737 60.00 2.54 R4 39.00 30 404,890 60.00 2.20 RB 367.0 45.00 368.0 231,681 40.00 4.53 RA 2.00 32 369.1 (A) 47,691 45.00 2.61 **L2** 38.00 65 00 33 160,869 1.86 L1 369.2 (B) 54 00 34 370.0 155.611 31.00 6.37 RB 16 00 35 371 0 146 45.00 2.41 04 41.00 36 373.0 (C) 28,724 17.00 8.28 L1 12.00 2,603 23.00 37 6.13 373.3 (D) LA 16 00 38 SUBTOTAL 2,191,938 39 40 Excluding 25 Cycle 41 42 43 GENERAL 44 13,708 50.00 45 390.0 2.91 LB 34 00 776 20.00 46 391.1 6.38 LA 16.00 47 391.2 4,070 20.00 7.67 LA 13 00 1,242 48 8.00 13 77 R1 391.3 7 00 705 22.00 49 393 0 5.87 L2 17.00 50 394 0 7,977 45.00 4.13 R1 24 00

	e of Respondent CO Energy Company		1 nis Kepon Is: (1) ☑ An Original (2) ☐ A Resubmis		Date of Rep (Mo, Da, Yr		Year (Dec. :	of Report 31, 2002
		·····	ON AND AMORTIZAT		TRIC PLANT (Co	ntinued)		
	C. (Factors Used in Estima	·					
une Na.	Account No.	Depreciable Plant Base (In Thousands) (b)	Estimated Avg. Service Lite (c)	Net Salvage (Percent) (d)	Applied Depr rates (Percent) (e)	Mortali Curve Type	•	Average Remaining Life (g)
12	395.1 (E)	3	32.00		3.64	R4		27.0
13	395.2 (F)	169	35.00		3.28	S2		30.0
14	397 0	9,995	35.00		2.88	R3		35.0
15	398.0	2,280	22.00		7 55	R3		13.00
	SUBTOTAL	40,925						
17								
	TOTAL ELECTRIC	2,658,182						<u> </u>
19								
20	2.1,	g state of the						
21	NOTES							
22								
23	(A)SERVICES - AERIAL							
24	(B)SERVICES -			·				
25	(C)STREET LIGHTS							
28	(D)P.O.L. Conductors							
27	(E)LAB EQUIP-TEST DIV							
28	(F)LAB EQUIP-METER							
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1	e of Respondent quehanna Electric Company	This Report Is: (1) [X] An Original (2) A Resubmission	Date of Report (Mo, Da, Yr) 04/30/2003	Year of Report Dec. 31, 2002
-	SUMMAF	RY OF UTILITY PLANT AND ACC	1	
		DEPRECIATION. AMORTIZATIO		
Line	Classification		Total	Electric
No.	(a)		Į	(c)
<u> </u>	Utility Plant		(b)	
-	In Service		では、大学を表現している。 はない はない はない はない はない はない はない はない はない はない	
	Plant in Service (Classified)	· · · · · · · · · · · · · · · · · · ·		
	Property Under Capital Leases		 	
	Plant Purchased or Sold			
6	Completed Construction not Classified			
7	Experimental Plant Unclassified			
8	Total (3 thru 7)			
9	Leased to Others			
10	Held for Future Use	e .		
11	Construction Work in Progress			
12	Acquisition Adjustments			
13	Total Utility Plant (8 thru 12)			
14	Accum Prov for Depr, Amort, & Depl			
15	Net Utility Plant (13 less 14)			
16	Detail of Accum Prov for Depr, Amort & Depl			
17	In Service:			
	Depreciation			
	Amort & Depl of Producing Nat Gas Land/Land Rig	ght		
	Amort of Underground Storage Land/Land Rights			
	Amort of Other Utility Plant			
	Total In Service (18 thru 21)			
	Leased to Others			
	Depreciation			
	Amortization and Depletion			
	Total Leased to Others (24 & 25)			
	Held for Future Use			
	Depreciation			
	Amortization (22.2.22)			
	Total Held for Future Use (28 & 29)			
	Abandonment of Leases (Natural Gas)			
	Amort of Plant Acquisition Adj Total Accum Prov (equals 14) (22,26,30,31,32)			
33	Total Accum Prov (equals 14) (22,26,30,31,32)			
				Location of Experiment that

Name of Respondent Susquehanna Electric Cor		This Report Is: (1) X An Original	Date of Report (Mo, Da, Yr)	Year of Report Dec. 31, 2002	
Susquenanna Electric Con		(2) A Resubmission	04/30/2003	Dec. 01,	
		OF UTILITY PLANT AND ACC DEPRECIATION. AMORTIZATION			
Gas	Other (Specify)	Other (Specify)	Other (Specify)	Common	Line
(d)	(e)	(f)	(g)	(h)	No.
					
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1	ne of Respondent squehanna Electric Company	This Report Is: (1) X An Original (2) A Resubmission	Date of Report (Mo, Da, Yr) 04/30/2003	Year of Report Dec. 31, 2002
res	NUCLEAR F Report below the costs incurred for nuclear fu condent. If the nuclear fuel stock is obtained under leas Intity used and quantity on hand, and the cost	ing arrangements, attach a sta	cation, on hand, in reactor, a	•
Line No.	Description of item (a)		Balance Beginning of Year (b)	Changes during Year Additions
1	Nuclear Fuel in process of Refinement, Conv. En.	richment & Fab (120.1)		
2	Fabrication			
3	Nuclear Materials			
4	Allowance for Funds Used during Construction			
5	(Other Overhead Construction Costs, provide detail	alls in footnote)		
6	SUBTOTAL (Total 2 thru 5)			
7	Nuclear Fuel Materials and Assemblies			
8	In Stock (120.2)			
9	In Reactor (120.3)			
10	SUBTOTAL (Total 8 & 9)			注题表现的现在分词
11	Spent Nuclear Fuel (120.4)			
12	Nuclear Fuel Under Capital Leases (120.6)			
13				
14	TOTAL Nuclear Fuel Stock (Total 6, 10, 11, 12, le	ss 13)		
15	Estimated net Salvage Value of Nuclear Materials			
16	Estimated net Salvage Value of Nuclear Materials	in line 11		
17	Est Net Salvage Value of Nuclear Materials in Che	mical Processing		
18	Nuclear Materials held for Sale (157)			
19	Uranium			
20	Plutonium			
21	Other (provide details in footnote):			
22	TOTAL Nuclear Materials held for Sale (Total 19, 2	?0, and 21) ~		

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Name of Respondent	This Report Is: (1) [X] An Original	Date of Report (Mo, Da, Yr)	Year of Report	
Susquehanna Electric Company	(2) A Resubmission	04/30/2003	Dec. 31, 2002	
	NUCLEAR FUEL MATERIALS (Account 120.1	through 120.6 and 157)		
Amortization	anges during Year Other Reductions (Explain in a footnote) (e)		Balance End of Year	Line
Amortization (d)	(e)		End of Year (f)	No.
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Nan	ne of Respondent	This Report is: (1) [X] An Original	Date of Report	Year of Report						
Sus	squehanna Electric Company	(1) X An Original (2) A Resubmission	(Mo, Da, Yr) 04/30/2003	Dec. 31, 2002						
-	ELECTRIC	PLANT IN SERVICE (Account 101,	1	· · · · · · · · · · · · · · · · · · ·						
1 5	Report below the original cost of electric plant in service according to the prescribed accounts.									
2. In Accordance 1. In Cordinate 1. In Cordina	n addition to Account 101, Electric Plant in Service point 103, Experimental Electric Plant Unclassified; include in column (c) or (d), as appropriate, correction include in parentheses credit adjustments of plant accase in parentheses credit adjustments of plant according to prescribed account 106 according to prescribed account and retirements which have not been classified to prements, on an estimated basis, with appropriate colorsals of tentative distributions of prior year of unclassitumns (c) and (d), including the reversals of the prior	(Classified), this page and the next in and Account 106, Completed Construents of additions and retirements for the accounts to indicate the negative effective, on an estimated basis if necessal outions of prior year reported in column rimary accounts at the end of the year antra entry to the account for accumulates if the retirements. Show in a footnot	clude Account 102, Electric F action Not Classified-Electric. e current or preceding year. et of such accounts. ry, and include the entries in n (b). Likewise, if the respon r, include in column (d) a tent ated depreciation provision. It e the account distributions of	column (c). Also to be included the column and the column and the column (d) the column (d) these tentative classifications						
Line	Account		Balance Beginning of Year	Additions						
No.	(a)		(b)	(c)						
	1. INTANGIBLE PLANT									
	(301) Organization									
<u> </u>	(302) Franchises and Consents									
4										
	TOTAL Intangible Plant (Enter Total of lines 2, 3,	and 4)	and the second s							
	2. PRODUCTION PLANT									
	A. Steam Production Plant		经理点 使肥胖的 1月 克							
	(310) Land and Land Rights									
9	(311) Structures and Improvements									
	(312) Boiler Plant Equipment									
	(313) Engines and Engine-Driven Generators									
	(314) Turbogenerator Units									
	(315) Accessory Electric Equipment									
	(316) Misc. Power Plant Equipment									
	TOTAL Steam Production Plant (Enter Total of line	es 8 thru 14)	the same are properly and the same are set of the same are same and the same are sam							
	B. Nuclear Production Plant									
	(320) Land and Land Rights									
	(321) Structures and Improvements									
	(322) Reactor Plant Equipment									
	(323) Turbogenerator Units									
	(324) Accessory Electric Equipment									
	(325) Misc. Power Plant Equipment									
	TOTAL Nuclear Production Plant (Enter Total of lir	es 17 thru 22)								
	C. Hydraulic Production Plant									
	(330) Land and Land Rights									
	(331) Structures and Improvements									
	(332) Reservoirs, Dams, and Waterways									
	(333) Water Wheels, Turbines, and Generators			· ·						
	(334) Accessory Electric Equipment	y Nasa a Sada — u — dag		The second of th						
	(335) Misc. Power PLant Equipment									
	(336) Roads, Railroads, and Bridges		<u> </u>							
	TOTAL Hydraulic Production Plant (Enter Total of	ines 25 thru 31)								
33	D. Other Production Plant									
34	(340) Land and Land Rights									
	(341) Structures and Improvements									
36	(342) Fuel Holders, Products, and Accessories									
37	(343) Prime Movers									
38	(344) Generators									
39	(345) Accessory Electric Equipment									

Nar	ne of Respondent	This Report Is:	Date of Report	T 1/2 / E
Sus	squehanna Electric Company	(1) X An Original	(Mo, Da, Yr)	Year of Report
<u> </u>		(2) A Resubmission	04/30/2003	Dec. 31, 2002
-	ELECTRIC PL	ANT IN SERVICE (Account 101,	102, 103 and 106) (Continued)	
Line No.	Account		Balance	Additions
<u></u>	(a)		Beginning of Year (b)	
40	Tr. /		(3)	(c)
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42	10, 20, 20, 20, 20, 20, 20, 20, 20, 20, 2	32, and 41)		
	3. TRANSMISSION PLANT			
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45	I			
46	(/			
47	(354) Towers and Fixtures			
48	(355) Poles and Fixtures			
	(356) Overhead Conductors and Devices			
	(358) Underground Conductors and Devices			1 1 10 10 10 10 10 10 10 10 10 10 10 10
	(359) Roads and Trails			
	TOTAL Transmission Plant (Enter Total of lines 4	4 thru 52)		
	4. DISTRIBUTION PLANT			
	(360) Land and Land Rights			
	(361) Structures and Improvements (362) Station Equipment			
	(363) Storage Battery Equipment			
	(364) Poles, Towers, and Fixtures			
	(365) Overhead Conductors and Devices			
	366) Underground Conduit			
	367) Underground Conductors and Devices			
	368) Line Transformers			
	369) Services			
	370) Meters			
	371) Installations on Customer Premises			
	372) Leased Property on Customer Premises			
	373) Street Lighting and Signal Systems			
	OTAL Distribution Plant (Enter Total of lines 55 th	гц 68)		
70 5	. GENERAL PLANT			
71 (3	889) Land and Land Rights			
72 (3	990) Structures and Improvements			
73 (3	91) Office Furniture and Equipment			
74 (3	92) Transportation Equipment			
	93) Stores Equipment			
	94) Tools, Shop and Garage Equipment			
	95) Laboratory Equipment			
	96) Power Operated Equipment			
	97) Communication Equipment			
	98) Miscellaneous Equipment			
	JBTOTAL (Enter Total of lines 71 thru 80)			
	99) Other Tangible Property			
	OTAL General Plant (Enter Total of lines 81 and 82	2)		
	DTAL (Accounts 101 and 106)			
	02) Electric Plant Purchased (See Instr. 8)			
	ess) (102) Electric Plant Sold (See Instr. 8)			
	03) Experimental Plant Unclassified			
SB TC	OTAL Electric Plant in Service (Enter Total of lines	84 thru 87)		
				
				

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Name of Respondent		This Report Is		Date of Report	Year of Re	eport	
Susquehanna Electric Company		(1) [X] Aπ C (2)	Original esubmission	(Mo, Da, Yr) 04/30/2003	Dec. 31,	2002	
	ELECTRIC PLAN	T IN SERVIC	E (Account 101, 102, 10	3 and 106) (Continued)			
instructions and the texts of Accou year. 6. Show in column (f) reclassificat classifications arising from distribu provision for depreciation, acquisit account classifications. 7. For Account 399, state the natu subaccount classification of such part of the such proposes. 8. For each amount comprising the and date of transaction. If proposes	tions or transfers within tion of amounts initially ion adjustments, etc., a are and use of plant incolant conforming to the e reported balance and	utility plant ac recorded in A and show in co luded in this a requirement of changes in A	ccounts. Include also in Account 102, include in a clumn (f) only the offset account and if substantial fitnese pages.	column (f) the addition column (e) the amounts to the debits or credits of the amount submit a supporty purchased or so	s or reductions of with respect to ac distributed in colum applementary state	primary a cumulate nn (f) to p ment sho r or purch	account ed primary owing hase.
of such filing.	Adjustme		Transfers		alance at		
(d)	(e)	ino	(f)		d of Year		Line No.
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Name of Respondent	This Report I.	s:	Date of Report (Mo, Da, Yr)	Year of Rep	port
Susquehanna Electric Company	(1) ∑ An ((2)	Original esubmission	(Mo, Da, Yr) 04/30/2003		2002
	ELECTRIC PLANT IN SERVICE				
Retirements	Adjustments	Transfers		lance at	Line
(d)	(e)	(f)	End	lance at of Year (g)	No.
(a)	(e)	 		(g)	40
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Name	of Respondent	This Report Is: (1) X An Original Date of Report (Mo, Da, Yr)			Dec. 31, 2002	
Susquehanna Electric Company		(2) A Resubmission	04/30/2003), <u></u>	
	EL	ECTRIC PLANT LEASED TO OTHERS (Account 104)			
				Expiration Date of		
Line No.	Name of Lessee (Designate associated companies with a double asterisk) (a)	Description of Property Leased (b)	Commission Authorization (c)	Date of Lease (d)	Balance at End of Year (e)	
140.	(a)	(b)	(c)	(d)	(e)	
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1	e of Respondent quehanna Electric Company	This Report Is:	inal	[(Mo, D			of Report
Sus		1 ' ' 1 1	omission	04/30/2		Dec. (31, 2002
for fu 2. Fo	eport separately each property held for future use iture use. or property having an original cost of \$250,000 or required information, the date that utility use of si	at end of the year h	ed in utility operation	st of \$250,0	000 or more. Gr	give in colu	ımn (a), in addition t
Line No.	Description and Location Of Property (a)	- <u></u>	Date Originally In in This Acco (b)				Balance at End of Year (d)
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47	Total						0

Name of Respondent Susquehanna Electric Company		This Report Is (1) X An O (2) A Re	: riginal submission	Date of Report (Mo, Da, Yr) 04/30/2003	Year of Report Dec. 31, 2002
	CONSTRUC	1'' []		CTRIC (Account 107)	
2. Sh	eport below descriptions and balances at end of your items relating to "research, development, and unt 107 of the Uniform System of Accounts) inor projects (5% of the Balance End of the Year f	ear of projects in demonstration"	process of construction projects last, under a	on (107) caption Research, Devel	
Line No.	Description of Project	pt .			Construction work in progress - Electric (Account 107)
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43	TOTAL				0

	me of Respondent squehanna Electric Company	This Report Is: (1) X An Original		Date of Report (Mo, Da, Yr)	Year of Report Dec. 31, 200	2
		(2) A Resubmi:		04/30/2003	1	<u>-</u>
_		OVISION FOR DEPRECIA	ATION OF ELECT	RIC UTILITY PLANT (A	ccount 108)	
	Explain in a footnote any important adjustn Explain in a footnote any difference betwee		cost of plant retir	ed Line 11 column	(a) and that consider	d 2
elec	ctric plant in service, pages 204-207, colun	nn 9d), excluding retirer	ments of non-dec	eu, Line 11, column reciable property	(c), and that reporte	a tor
	The provisions of Account 108 in the Uniform				e plant be recorded	when
suc	h plant is removed from service. If the resp	pondent has a significa	nt amount of plar	nt retired at year end	which has not been	recorde
and	/or classified to the various reserve function	nal classifications, mak	e preliminary clo	sing entries to tentat	ively functionalize th	e book
	t of the plant retired. In addition, include a	I costs included in retire	ement work in pro	ogress at year end in	the appropriate fund	ctional
	sifications. Show separately interest credits under a si	nkina fund ar similar me	athod of deprecia	tion accounting		
	more of the second and or a second and or	many rand or on mide me	and or deprecia	don accounting.		
		Section A. Balances and	Changes During	Year		
Line No.	į.	Total (c+d+e)	Electric Plai Service	nt in Electric Pla for Futur	e Use Leased to	Plant
140.	(a)	(b)	(c)	(d)	(e)	<i>.</i> :
1	Balance Beginning of Year					
2	Depreciation Provisions for Year, Charged to					
3	(403) Depreciation Expense					
4	(413) Exp. of Elec. Pit. Leas. to Others					
5	Transportation Expenses-Clearing					
6	Other Clearing Accounts					
7	Other Accounts (Specify, details in footnote):					
8			ļ			
9	TOTAL Deprec. Prov for Year (Enter Total of lines 3 thru 8)					
10	Net Charges for Plant Retired:					
11	Book Cost of Plant Retired	Britain maria da estas (Primir Bright Life in Dublin)	. Decision to Salari 200 7 00 100 100 100 100 100 100 100 100	earlier and a service of the service of	The section of the se	ind plant of the term
12	Cost of Removal					
13	Salvage (Credit)					
14	TOTAL Net Chrgs. for Plant Ret. (Enter Total					
	of lines 11 thru 13)					
15	Other Debit or Cr. Items (Describe, details in					
16	footnote):		 			
	Balance End of Year (Enter Totals of lines 1,					
	9, 14, 15, and 16)					
	Section B	. Balances at End of Yea	r According to Fu	inctional Classificatio	n	
18	Steam Production					
19	Nuclear Production				Segrit man d	Gidan
20	Hydraulic Production-Conventional	All the second s	í			
21	Hydraulic Production-Pumped Storage					
22	Other Production					
23	Transmission					
24	Distribution					
25	General					
26	TOTAL (Enter Total of lines 18 thru 25)					
}						

l	'					
Su	me of Respondent	This Report	S:	Date of R	eport	Year of Report
	squehanna Electric Company	(1) X An ((2)	Original esubmission	(Mo, Da, 100/30/200		Dec. 31, 2002
	DEPRECIATION	' ' L	TION OF ELECTRIC P	1	· ·	
			ation of aquisition adjus			
Pla 2. to 0 3. cha Uni accinct in 0 sho star For (a). seli con 4.	Report in Section A for the year the amount int (Account 404); and (c) Amortization of Ot Report in Section 8 the rates used to compute charges and whether any changes Report all available information called for integration accounting for the columns (c) through (g) from the column of the column accounting for the count or functional classification, as appropriated in any sub-account used. Column (b) report all depreciable plant balance wing composite total. Indicate at the bottom the the method of averaging used. Columns (c), (d), and (e) report available information of the account are prepared to as extend as most appropriate for the account are provisions for depreciation were made during bottom of section C the amounts and nature	her Electric Plante amortization have been mad Section C even mplete report or otal depreciable ate, to which rate of section C the formation for earsist in estimation of column (g) ort available infering the year in a	nt (Account 405). charges for electric le in the basis or rate y fifth year beginning f the preceding year, e plant is followed, lis rate is applied. Iden es are applied show he manner in which o ch plant subaccount ng average service L h, if available, the we haddition to depreciati	plant (Accourtes used from a with report y st numerically tify at the botton balance, account or fives, show in ighted average columns (b) on provided b	nts 404 and 405 the preceding rear 1971, report in column (a) etcom of Section of by functional Classical column (f) the file remaining life through (g) on by application of	5). State the basis use eport year. riing annually only each plant subaccount C the type of plant lassifications and d. If average balances fication Listed in columny mortality curve of surviving plant. If this basis.
	A. Sumn		ion and Amortization C	-		
ine	Functional Classification	Depreciati Expense	e I Limited Te	tion of orm Elec-	Amortization of Other Electric	Total
No.	(a)	(Account 40	03) tric Plant (A	Acc 404)	Plant (Acc 405)	(e)
1	Intangible Plant	<u>~_</u>	1			(6)
2	Steam Production Plant					-
3	Nuclear Production Plant					
4	Hydraulic Production Plant-Conventional					
- 5	Hydraulic Production Plant-Pumped Storage					
6	Other Production Plant					
- 7	Transmission Plant					
_ _ 8	<u> </u>					
_ <u>9</u>		 				
	Common Plant-Electric					
10						
10	TOTAL					
10		B. Basis for A	Amortization Charges			

	e of Respondent quehanna Electric Company	1	This Report Is: (1) X An Origina (2) A Resubm	ission	Date of Rep (Mo, Da, Yr 04/30/2003	Dec	of Report 31, 2002
			ON AND AMORTIZA		TRIC PLANT (Co	ntinued)	
	C.	Factors Used in Estimate Depreciable	Estimated	T Net	Applied	Mortality	Average
Line No.	Account No.	Plant Base (In Thousands) (b)	Avg. Service Llfe (c)	Salvage (Percent) (d)	Depr. rates (Percent) (e)	Curve Type (i)	Remaining Life (g)
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Seq. #164

State of Delaware

PAGE 1

Office of the Secretary of State

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF FORMATION OF "EXELON ENERGY DELIVERY COMPANY, LLC", FILED IN THIS OFFICE ON THE THIRTIETH DAY OF MARCH, A.D. 2001, AT 12:30 O'CLOCK P.M.



3375639 8100

010158723

Warriet Smith Hindson

AUTHENTICATION: 1057389

DATE: 04-02-01

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STATE OF DELAWARE SECRETARY OF STATE 2/02 DIVISION OF CORPORATIONS FILED 12:30 PM 03/30/2001 010158723 - 3375639

CERTIFICATE OF FORMATION

ration and talking in it was to

OF

Exelon Energy Delivery Company, LLC

- 1. The name of the limited liability company is Exelon Energy Delivery Company, LLC.
- 2. The address of its registered office in the State of Delaware is Corporation Trust Center, 1209 Orange Street, in the City of Wilmington, County of New Castle. The name of its registered agent at such address is The Corporation Trust Company.
- 3. This Certificate of formation shall be effective on April 1, 2001 at 12:01 a.m.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Formation of Exelon Energy Company, LLC this 30th day of March, 2001.

Exelon Corporation

By:

Jenifer Friel Newman Authorized Person

05082 - 5/5/00 C T System Online

LIMITED LIABILITY COMPANY OPERATING AGREEMENT

OF

EXELON ENERGY DELIVERY COMPANY, LLC

(a Delaware limited liability company)

EXELON ENERGY DELIVERY COMPANY, LLC dated as of April 1, 2001 by EXELON CORPORATION (the "Member"). The Member, intending to be legally bound, hereby states the terms of its agreement as to the affairs of, and the conduct of the business of, a limited liability company (the "Company"), as follows:

ARTICLE I FORMATION, PURPOSE AND DEFINITIONS

- 1.1 Establishment of Limited Liability Company. The Member has caused a limited liability company to be established and organized as of April 1, 2001 pursuant to and in accordance with the Delaware Limited Liability Company Act (6 Del.C. §18-101, et seq.), as amended from time to time (the "Act"), to carry on a business for profit. This Agreement states terms relating to the governance and business affairs of the Company. The Member is hereby admitted to membership in the Company and, as provided in Section 5.2, until this Agreement is amended appropriately to contemplate the admission of additional members and their right to participate in the Company's business, the Member shall be the sole member of the Company.
- 1.2 <u>Name</u>. The name of the Company is Exelon Energy Delivery Company, LLC. The Company may conduct its activities under any other permissible name designated by the Board of Directors (as defined in Section 4.1(a) hereof). The Board of Directors shall be responsible for complying with any registration requirements if an alternate name is used.
- 1.3 <u>Principal Place of Business of the Company</u>. The principal place of business of the Company shall be located at 10 S. Dearborn Street, 37th Floor, Chicago, IL 60603, or at such other or additional locations within the State of Illinois as the Board of Directors, in its discretion, may determine. The registered office of the Company in Delaware shall be the location stated in the Company's Certificate of Formation filed with the Secretary of State of the State of Delaware. The Board of Directors may, from time to time, change such registered agent and registered office, by appropriate filings as required by law.
- 1.4 <u>Purpose</u>. The Company's purpose shall be and to engage in all lawful businesses for which limited liability companies may be organized under the Act. The Company shall have the authority to do all things necessary or advisable in order to accomplish such purposes.

- 1.5 <u>Duration</u>. Unless the Company shall be earlier terminated in accordance with Article VII, it shall continue in existence in perpetuity.
- 1.6 <u>Other Activities of Member</u>. The Member may engage in or possess an interest in other business ventures of any nature, whether or not similar to or competitive with the activities of the Company.

ARTICLE II CAPITAL CONTRIBUTIONS

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- 2.1 <u>Capital Contributions</u>. The Member, as its contribution to the capital of the Company, has contributed or is contributing, pursuant to a Contribution Agreement of even date, all the shares owned by it of the issued and outstanding common stock of Commonwealth Edison Company and of PECO Energy Company. The receipt by the Member from the Company of any distributions whatsoever (whether pursuant to <u>Section 3.1</u> or otherwise and whether or not such distributions may be considered a return of capital) shall not increase the Member's obligations under this <u>Section 2.1</u>.
- 2.2 <u>Additional Capital Contributions</u>. Except as provided in <u>Section 2.1</u>, the Member may, but shall not be required to, make additional capital contributions to the Company.
- 2.3 <u>Limitation of Liability of Member</u>. Except as may be expressly required by this Agreement or applicable law, neither the Member nor any Director shall have any liability or obligation for any debts, liabilities or obligations of the Company, or of any agent or employee of the Company, except that the Member may be obligated up to the amount of its capital contribution.
- 2.4 Loans. If the Member makes any loans to the Company, or advances money on its behalf, the amount of any such loan or advance shall not be deemed an increase in, or contribution to, the capital contribution of the Member. If the Company makes any loans to the Member, or advances money on its behalf, the amount of any such loan or advance shall not be deemed a decrease in capital of the Member or a distribution to the Member. Interest shall accrue on any such loan or loans at an annual rate agreed to by the Company and the Member (but not in excess of the maximum rate allowable under applicable usury laws).
- 2.5 <u>Record of Membership Interest</u>. The Directors shall cause accurate records of the membership interests to be maintained but there shall be no certificates evidencing membership interests.

ARTICLE III DISTRIBUTIONS

3.1 <u>Distributions</u>. The Company shall make distributions to the Member at the times and in the manner that the Board of Directors deems appropriate and as permitted by law.

ARTICLE IV RIGHTS AND DUTIES OF THE MANAGERS AND MEMBER

4.1 Management.

(a) The business and affairs of the Company shall be managed by a board of managers which, in accordance with Section 18-402 of the Act, shall be designated and known for purposes of this Agreement as the Board of Directors and each individual manager, a Director. In all cases in which the terms "Directors," "Board of Directors" and their derivatives are used in this Agreement, reference shall be to "Managers" and a "Board of Managers" under the Act.

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- (b) Except for situations in which the approval of the Members is expressly required by this Agreement or by non-waivable provisions of applicable law, the Board of Directors shall have full and complete authority, power, and discretion to manage and control the business, affairs, and properties of the Company, to make all decisions regarding those matters and to perform any and all other acts or activities customary or incident to the management of the Company's business. Each Director shall be an agent of the Company and shall have the right, power and authority to transact any business in the name of the Company to the degree authorized by the Board of Directors and to act for or on behalf of or to bind the Company to the degree authorized by the Board of Directors. Nothing contained in this Agreement shall require any person to inquire into the authority of the Directors to execute and deliver any document on behalf of the Company or to bind the Company pursuant to such document. In addition, the Board of Directors shall have the power and authority to appoint and remove, by resolution, one or more persons to act as agents of the Company to the degree authorized by the Board of Directors with the power and authority to transact business in the name of the Company and to act for or on behalf of or to bind the Company to the degree authorized by the Board of Directors.
- 4.2 <u>Certain Powers of Board of Directors</u>. Without limiting the generality of Section 4.1 above, the Board of Directors shall have power and authority, to cause the Company, in its own name:
 - (a) To purchase, lease or otherwise acquire or obtain the use of staff and personnel, and material, and other types of real and personal property that may be deemed necessary or desirable in connection with carrying on the business of the Company;
 - (b) To purchase liability, errors and omissions and other insurance to protect the Company's property and business;

- (c) To invest any Company funds (by way of example but not limitation) in time deposits, short-term government obligations, commercial paper, money market mutual funds or other similar investments, including the lending of funds to the Member;
- (d) To receive capital contributions from the Member;
- (e) To establish a record date with respect to all actions to be taken hereunder that require a record date to be established, including with respect to allocations and distributions;
- (f) To open, maintain and close bank accounts and establish accounts for the Company and draw checks and other orders for the payment of money, and pay the Company's operating expenses in the ordinary course of the Company's business;
- (g) To execute all instruments and documents, including, without limitation, the following: checks; drafts; notes and other negotiable instruments; mortgages or deeds of trust; security agreements; financing statements; documents providing for the acquisition, mortgage or disposition of the Company's property; assignments; bills of sale; leases; partnership agreements; operating agreements of other limited liability companies; and any other instruments or documents necessary, in the opinion of the Board of Directors, to the business of the Company;
- (h) To enter into any and all other agreements on behalf of the Company, with any other person for any purpose, in such forms as the Board of Directors may approve;
- (i) To employ or engage property managers, brokers, finders, accountants, legal counsel, investment bankers, managing agents, or other experts or employees or agents to perform services for the Company and to compensate them from Company funds;
- (j) To make distributions in accordance with Section 3.1;
- (k) To furnish the Member with information relating to the Company;
- (1) To prepare, or cause to be prepared, and file, on behalf of the Company, any required tax returns and to make any available or necessary elections in connection therewith;
- (m) To do and perform all other acts as may be necessary or appropriate to the conduct of the Company's business.

Unless authorized in writing to do so by this Agreement or by the Board of Directors of the Company, no attorney-in-fact, employee, or other agent of the Company shall have any power or authority to bind the Company in any way, to pledge its credit or to render it liable for any purpose.

- 4.3 <u>Contracts with Affiliates</u>. The Board of Directors may cause the Company to enter into contracts relating to any of the transactions described in Section 4.2 above with the Member or any direct or indirect subsidiary of the Member.
- 4.4 Number, Tenure, and Qualifications of Directors. The number of, and members of, the Board of Directors shall be determined by the Member as evidenced by a written instrument or consent filed with the records of the Company. Each Director shall hold office until the next annual meeting of the Member and, if later, until a qualified successor has been appointed or elected and qualified as provided herein, or until the Director's death, resignation or removal, if sooner. Directors need not be Members or residents of the State of Delaware but must be natural persons.

4.5 Meetings of the Board of Directors; Action by Board of Directors.

- (a) Frequency and Place of Meetings. The Board of Directors shall meet as often as is necessary or desirable to carry out its functions on such dates and times as the Board of Directors may determine from time to time. Meetings of the Board of Directors shall be held at such place within the State of Illinois that has been designated from time to time by the Board of Directors. Notice of the date, time and purpose of each regular and special meeting shall be delivered personally or by telephone to each Director or sent by first class mail or facsimile transmission, charges prepaid, addressed to each Director at his or her address or facsimile address or number as appears on the records of the Company at least two days prior to the date scheduled for a meeting. A Director may waive the requirement of notice of a meeting either by attending a meeting for which notice was not given or executing a written waiver before or after such meeting.
- (b) <u>Action by Written Consent</u>. Any action required or permitted to be taken at any meeting of the Board of Directors or any committee thereof may be taken without a meeting, without prior notice and without a vote, if a consent or consents in writing, setting forth the action so taken shall be signed by the Directors having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting.
- (c) Quorum; Attendance by Telephone; Vote. A majority of the Directors shall be necessary to constitute a quorum for the transaction of business, and the acts of a majority of the Directors present and voting at a meeting at which a quorum is present shall be the acts of the Board of Directors. Any one or all of the Directors may participate in a meeting of the Board of Directors by means of a conference telephone or similar communication device that allows all persons participating in the meeting to simultaneously hear each other during the meeting, and such participation in the meeting shall be equivalent of being present in person at such meeting. For each Board of Directors decision, each Director shall have one vote. There shall not be

classes of Directors. Unless otherwise provided in the Agreement, on any matter that is to be voted on by Directors, the Directors may vote in person or by proxy.

- (d) Records. The Company shall maintain within the State of Illinois permanent written records of all actions taken by the Directors pursuant to any provision of this Agreement, including minutes of all meetings of the Board of Directors and copies of all actions taken by written consent of the Directors.
- 4.6 <u>Directors Have No Exclusive Duty to Company</u>. The Directors shall not be required to manage the Company as their sole and exclusive function and they may have other business interests and may engage in other activities in addition to those relating to the Company. Neither the Company nor any Member shall have any right, by virtue of this Agreement, to share or participate in such other investments or activities of the Directors or to the income or proceeds derived from such investments or activities. The Directors shall incur no liability to the Company or to any of the Members as a result of engaging in any other business or venture.
- 4.7 Officers. The Company may have such officers and agents with such respective rights and duties as the Directors may from time to time determine. The Directors may delegate to one or more agents, officers, employees or other persons (who shall not be deemed "managers" within the meaning of the Act or "directors" for purposes of this Agreement) any and all powers to manage the Company that the Directors possess under this Agreement and the Act. The officers shall serve at the pleasure of the Board of Directors and until their qualified successor or successors shall be duly elected. The officers, in the performance of their duties as such, shall owe to the Company duties of loyalty and due care of the type owed by the officers of a corporation to such corporation and its stockholders under the laws of the State of Delaware.
- 4.8 <u>Resignation of Directors</u>. Any Director of the Company may resign at any time by giving written notice to the Member and the secretary of the Company, if any, and, if not, to the other remaining Directors. The resignation of any Director shall take effect upon receipt of that notice or at such later time as shall be specified in the notice; and, unless otherwise specified in the notice, the acceptance of the resignation shall not be necessary to make it effective. The resignation of a Director shall not constitute the withdrawal of the Member.
- 4.9 <u>Vacancies on Board of Directors</u>. In the event that a vacancy occurs for any reason in the Board of Directors of the Company, a special meeting of the Member may be called by the Member for the purpose of electing a Director to fill such vacancy in accordance with Section 4.4. In the absence of such a special meeting, any vacancy in the Board of Directors shall be filled in accordance with Section 4.4 at the next annual meeting of the Member.
- 4.10 <u>Compensation of Directors and Others</u>. The Directors shall not be entitled to receive compensation for their services as Directors. The Member acknowledges that one or more Directors may act in various capacities with respect to the Company and that, in exchange for services rendered in connection with the Company (other than services relating to the Board of Directors), the Directors and companies and persons affiliated with them may receive such fees and compensation as are fixed by the Board of Directors, with the approval of the Member. The Board of Directors expressly reserves the right to contract for management, consulting or

other services with an affiliated or unaffiliated company; provided that any such contracts shall be subject to the provisions of Section 4.3 of this Agreement (if any), and that fees and other compensation paid to affiliates of a Director may not exceed market rates for similar services in the same region.

4.11 <u>Voting Powers of Member</u>.

- (a) General Rules. The Member, as such, shall not have any voting rights or take any part in the day-to-day management or conduct of the business of the Company, nor shall the Member have any right or authority to act for or bind the Company. Actions and decisions that do require the approval of the Member pursuant to any provision of this Agreement or applicable law may be authorized or made by affirmative vote of the Member. Such vote may be taken at a meeting of the Member or by written consent without a meeting.
- (b) Meetings. An annual meeting of the Member may be held for the purpose of electing Directors and conducting such additional business as shall properly come before the meeting in each calendar year. The Board of Directors shall, by resolution, set the date, time and location within the State of Illinois of any such annual meeting. In addition, Member may call a meeting within the State of Illinois to consider approval of an action or decision under any provision of this Agreement.
- (c) <u>Action by Written Consent</u>. Any action required or permitted to be taken at a meeting of the Member may be taken without a meeting if, prior or subsequent to the action, a written consent in lieu of a meeting, setting forth the action so taken or to be taken shall be signed by such Member.
- (d) <u>Records</u>. The Company shall maintain permanent written records of all actions taken by the Member pursuant to any provision of this Agreement, including minutes of all meetings of the Member, copies of all actions taken by written consent of the Member.

ARTICLE V TRANSFER OF MEMBERSHIP INTERESTS

- 5.1 <u>General Restriction</u>. Until and unless this Agreement is appropriately amended to contemplate the admission of additional members, the Member may not transfer, whether voluntarily or involuntarily, any portion of its membership interest in the Company; provided, however, that the Member may assign or otherwise transfer its membership interest to any of its direct or indirect subsidiaries ("permitted transfers"). For purposes of this Agreement, a "transfer" includes, but is not limited to, any sale, assignment, gift, exchange, pledge, hypothecation, collateral assignment or creation of any security interest.
- 5.2 <u>Single Member</u>. Until and unless this Agreement is appropriately amended to contemplate the admission of additional members, the Company shall at all times have only one Member.

ARTICLE VI DISSOCIATION OF THE MEMBER

6.1 <u>Dissociation</u>. The Member shall not be entitled voluntarily to withdraw, resign or dissociate from the Company or assign its membership interest prior to the dissolution and winding-up of the Company, and any attempt by the Member to do so shall be ineffective; provided, however, that "permitted transfers" under Section 5.1 shall not be a violation of this Section 6.1.

ARTICLE VII DISSOLUTION AND LIQUIDATION

- 7.1 <u>Events Triggering Dissolution</u>. The Company shall dissolve and commence winding up and liquidation upon the first to occur of any of the following ("Liquidating Events"):
 - (a) the written consent of the Member; or
 - (b) the entry of a decree of judicial dissolution under Section 18-802 of the Act.

The Company shall not be dissolved for any other reason, including without limitation, the Member's becoming bankrupt or executing an assignment for the benefit of creditors and any such bankruptcy or assignment (unless a "permitted transfer" under Section 5.1) shall not effect a transfer of any portion of Member's membership interest in the Company.

- 7.2 <u>Liquidation</u>. Upon dissolution of the Company in accordance with Section 7.1, the Company shall be wound up and liquidated by the Member or by a liquidating manager selected by the Board of Directors. The proceeds of such liquidation shall be applied and distributed in the following order of priority:
- (a) to creditors, including the Member if it is a creditor, in the order of priority as established by law, in satisfaction of liabilities of the Company (whether by payment or the making of reasonable provision for payment thereof) other than liabilities for which reasonable provision for payment has been made and liabilities for distributions to the Member under the Act; and then
- (b) to the setting up of any reserves in such amount and for such period as shall be necessary to make reasonable provisions for payment of all contingent, conditional or unmatured claims and obligations known to the Company and all claims and obligations known to the Company but for which the identity of the claimant is unknown; and then
- (c) to the Member, which liquidating distribution may be made to the Member in cash or in kind, or partly in cash and partly in kind.
- 7.3 <u>Certificate of Dissolution</u>. Upon the dissolution of the Company and the completion of the liquidation and winding up of the Company's affairs and business, the Board of Directors or

the liquidating manager shall on behalf of the Company prepare and file a certificate of dissolution with the Secretary of State of the State of Delaware, if and as required by the Act. When such certificate is filed, the Company's existence shall cease.

ARTICLE VIII ACCOUNTING AND FISCAL MATTERS

- 8.1 Fiscal Year. The fiscal year of the Company shall be the calendar year.
- 8.2 <u>Method of Accounting</u>. The Member shall select a method of accounting for the Company as deemed necessary or advisable and shall keep, or cause to be kept, full and accurate records of all transactions of the Company in accordance with sound accounting principles consistently applied.
- 8.3 <u>Financial Books and Records</u>. All books of account shall, at all times, be maintained in the principal office of the Company or at such other location within the State of Illinois as specified by the Member.

ARTICLE IX INDEMNIFICATION

- 9.1 <u>Liability of Officers and Directors; Limits</u>. No Director or officer of the Company shall be liable to the Company or to any Member for any loss or damage sustained by the Company or to any Member, unless the loss or damage shall have been the result of:
- (a) gross negligence, fraud or intentional misconduct, bad faith or knowing violation of law by the Director or officer in question;
- (b) a breach of the duty of loyalty of such Director or officer to the Company or the Member:
- (c) a transaction from which the officer or Director derived an improper personal benefit;
- (d) in the case of an officer, breach of such person's duties pursuant to Section 4.7; (the conduct described in each of the foregoing clauses (a) through (d), inclusive, being hereinafter referred to as "Improper Conduct"). In performing his or her duties, each such person shall be entitled to rely in good faith on the provisions of this Agreement and on information, opinions, reports or statements (including financial statements and information, opinions, reports or statements as to the value or amount of the assets, liabilities, profits or losses of the Company or any facts pertinent to the existence and amount of assets from which distributions to the Member might properly be paid) of the following other persons or groups: one or more officers or employees of the Company; any attorney, independent accountant, appraiser or other expert or professional employed or engaged by or on behalf of the Company; any Director; or any other

person who has been selected with reasonable care by or on behalf of the Company or the Member, in each case as to matters which such relying person reasonably believes to be within such other person's competence. The preceding sentence shall in no way limit any person's right to rely on information to the extent provided in Section 18-406 of the Act.

- 9.2 <u>Limited Liability</u>. Except as otherwise provided by the Act, the debts, obligations and liabilities of the Company, whether arising in contract, tort or otherwise, shall be solely the debts, obligations and liabilities of the Company, and no Member, Director or officer of the Company shall be obligated personally for any such debt, obligation or liability of the Company solely by reason of being a Member, Director or officer of the Company. The Member shall not be required to lend any funds to the Company. If and to the extent the Member's Capital Contribution shall be fully paid, the Member shall not, except as required by the express provisions of the Act regarding repayment of sums wrongfully distributed to the Member, be required to make any further contributions.
- 9.3 Right to Indemnification. Subject to the limitations and conditions as provided in this Article 9, each person who was or is made a party or is threatened to be made a party to or is involved in any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or arbitrative (hereinafter a "Proceeding"), or any appeal in such a Proceeding or any inquiry or investigation that could lead to such a Proceeding, by reason of the fact that he, or a person of which he is the legal representative, is or was a Director, Member or officer shall be indemnified by the Company to the fullest extent permitted by applicable law, as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the Company to provide broader indemnification rights than said law permitted the Company to provide prior to such amendment) against judgments, penalties (including excise and similar taxes and punitive damages), fines, settlements and reasonable expenses (including, without limitation, reasonable attorneys' fees) actually incurred by such person in connection with such Proceeding, appeal, inquiry or investigation, and indemnification under this Article 9 shall continue as to a person who has ceased to serve in the capacity which initially entitled such person to indemnity hereunder. The rights granted pursuant to this Article 9 shall be deemed contract rights, and no amendment, modification or repeal of this Article 9 shall have the effect of limiting or denying any such rights with respect to actions taken or Proceedings, appeals, inquiries or investigations arising prior to any amendment, modification or repeal. It is expressly acknowledged that the indemnification provided in this Article 9 could involve indemnification for negligence or under theories of strict liability. Notwithstanding the foregoing, no such indemnity shall extend to any officer or Director to the extent that any Proceeding or such judgment, penalty, fine, settlement or expense results from Improper Conduct on the part of such officer or Director.
- 9.4 Advance Payment. The right to indemnification conferred in this Article 9 shall include the right to be paid or reimbursed by the Company the reasonable expenses incurred by a person of the type entitled to be indemnified under Section 9.3 who was, is or is threatened to be, made a named defendant or respondent in a Proceeding in advance of the final disposition of the Proceeding and without any determination as to the person's ultimate entitlement to indemnification; provided, however, that the payment of such expenses incurred by any such person in advance of the final disposition of a Proceeding shall be made only upon delivery to the

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Company of a written affirmation by such person of his or her good faith belief that he has met the standard of conduct necessary for indemnification under Article 9 and a written undertaking, by or on behalf of such person, to repay all amounts so advanced if it shall ultimately be determined that such indemnified person is not entitled to be indemnified under this Article 9 or otherwise.

- 9.5 <u>Indemnification of Employees and Agents</u>. The Company, upon the direction of the Board of Directors, may indemnify and advance expenses to an employee or agent of the Company to the same extent and subject to the same conditions under which it may indemnify and advance expenses under Sections 9.3 and 9.4. Notwithstanding the foregoing, no such indemnity shall extend to any employee or agent to the extent that any Proceeding or judgment, penalty, fine, settlement or expenses result from Improper Conduct on the part of such employee or agent.
- 9.6 <u>Appearance as a Witness</u>. Notwithstanding any other provision of this Article 9, the Company may pay or reimburse reasonable out-of-pocket expenses incurred by any Member, Director, officer or agent in connection with his or her appearance as a witness or other participation in a Proceeding at a time when he is not a named defendant or respondent in the Proceeding.
- 9.7 Nonexclusivity of Rights. The right to indemnification and the advancement and payment of expenses conferred in this Article 9 shall not be exclusive of any other right that a Member, Director, officer or other person indemnified pursuant to this Article 9 may have or hereafter acquire under any law (common or statutory) or provision of this Agreement.
- 9.8 <u>Insurance</u>. The Company may purchase and maintain (if and to the extent feasible, as determined by the Board of Directors) insurance, at its expense, to protect itself and any Director, officer or agent of the Company who is or was serving at the request of the Company as a manager, representative, director, officer, partner, venturer, proprietor, trustee, employee, agent or similar functionary of another foreign or domestic limited liability company, corporation, partnership, joint venture, sole proprietorship, trust, employee benefit plan or other enterprise against any expense, liability or loss, whether or not the Company would have the power to indemnify such person against such expense, liability or loss under this Article 9.
- 9.9 <u>Savings Clause</u>. If this Article 9 or any portion hereof shall be invalidated on any ground by any court of competent jurisdiction, then the Company shall nevertheless indemnify and hold harmless each person indemnified pursuant to this Article 9 as to costs, charges and expenses (including reasonable attorneys' fees), judgments, fines and amounts paid in settlement with respect to any such Proceeding, appeal, inquiry or investigation to the full extent permitted by any applicable portion of this Article 9 that shall not have been invalidated and to the fullest extent permitted by applicable law.

ARTICLE X MISCELLANEOUS

- 10.1 <u>Binding Effect</u>. Except as otherwise provided in this Agreement to the contrary, this Agreement shall be binding upon and inure to the benefit of the Member and, subject to Article V, its successors and assigns.
- 10.2 <u>Governing Law</u>. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware without reference to conflict of laws principles.

- 10.3 <u>Severability</u>. The invalidity or unenforceability of any particular provision of this Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.
- 10.4 <u>Gender</u>. As used in this Agreement, the masculine gender shall include the feminine and the neuter, and vice versa and the singular shall include the plural.

IN WITNESS WHEREOF, the Member has signed this instrument on and as of the date first written above.

EXELON CORPORATION

Name: Pamela B. Strobel

Title: Executive Vice President

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- 1.5 <u>Duration</u>. Unless the Company shall be earlier terminated in accordance with Article VII, it shall continue in existence in perpetuity.
- 1.6 Other Activities of Member. The Member may engage in or possess an interest in other business ventures of any nature, whether or not similar to or competitive with the activities of the Company.

ARTICLE II CAPITAL CONTRIBUTIONS

- Capital Contributions. The Member, as its contribution to the capital of the Company, has contributed or is contributing, pursuant to a Contribution Agreement of even date, all the shares owned by it of the issued and outstanding common stock of Commonwealth Edison Company and of PECO Energy Company. The receipt by the Member from the Company of any distributions whatsoever (whether pursuant to Section 3.1 or otherwise and whether or not such distributions may be considered a return of capital) shall not increase the Member's obligations under this Section 2.1.
- 2.2 <u>Additional Capital Contributions</u>. Except as provided in <u>Section 2.1</u>, the Member may, but shall not be required to, make additional capital contributions to the Company.
- 2.3 <u>Limitation of Liability of Member</u>. Except as may be expressly required by this Agreement or applicable law, neither the Member nor any Director shall have any liability or obligation for any debts, liabilities or obligations of the Company, or of any agent or employee of the Company, except that the Member may be obligated up to the amount of its capital contribution.
- 2.4 Loans. If the Member makes any loans to the Company, or advances money on its behalf, the amount of any such loan or advance shall not be deemed an increase in, or contribution to, the capital contribution of the Member. If the Company makes any loans to the Member, or advances money on its behalf, the amount of any such loan or advance shall not be deemed a decrease in capital of the Member or a distribution to the Member. Interest shall accrue on any such loan or loans at an annual rate agreed to by the Company and the Member (but not in excess of the maximum rate allowable under applicable usury laws).
- 2.5 Record of Membership Interest. The Directors shall cause accurate records of the membership interests to be maintained but there shall be no certificates evidencing membership interests.

ARTICLE III DISTRIBUTIONS

3.1 <u>Distributions</u>. The Company shall make distributions to the Member at the times and in the manner that the Board of Directors deems appropriate and as permitted by law.

ARTICLE IV RIGHTS AND DUTIES OF THE MANAGERS AND MEMBER

4.1 Management.

- (a) The business and affairs of the Company shall be managed by a board of managers which, in accordance with Section 18-402 of the Act, shall be designated and known for purposes of this Agreement as the Board of Directors and each individual manager, a Director. In all cases in which the terms "Directors," "Board of Directors" and their derivatives are used in this Agreement, reference shall be to "Managers" and a "Board of Managers" under the Act.
- by this Agreement or by non-waivable provisions of applicable law, the Board of Directors shall have full and complete authority, power, and discretion to manage and control the business, affairs, and properties of the Company, to make all decisions regarding those matters and to perform any and all other acts or activities customary or incident to the management of the Company's business. Each Director shall be an agent of the Company and shall have the right, power and authority to transact any business in the name of the Company to the degree authorized by the Board of Directors and to act for or on behalf of or to bind the Company to the degree authorized by the Board of Directors. Nothing contained in this Agreement shall require any person to inquire into the authority of the Directors to execute and deliver any document on behalf of the Company or to bind the Company pursuant to such document. In addition, the Board of Directors shall have the power and authority to appoint and remove, by resolution, one or more persons to act as agents of the Company to the degree authorized by the Board of Directors with the power and authority to transact business in the name of the Company and to act for or on behalf of or to bind the Company to the degree authorized by the Board of Directors.
- 4.2 <u>Certain Powers of Board of Directors</u>. Without limiting the generality of Section 4.1 above, the Board of Directors shall have power and authority, to cause the Company, in its own name:
 - (a) To purchase, lease or otherwise acquire or obtain the use of staff and personnel, and material, and other types of real and personal property that may be deemed necessary or desirable in connection with carrying on the business of the Company;
 - (b) To purchase liability, errors and omissions and other insurance to protect the Company's property and business;

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- (c) To invest any Company funds (by way of example but not limitation) in time deposits, short-term government obligations, commercial paper, money market mutual funds or other similar investments, including the lending of funds to the Member;
- (d) To receive capital contributions from the Member;
- (e) To establish a record date with respect to all actions to be taken hereunder that require a record date to be established, including with respect to allocations and distributions;
- (f) To open, maintain and close bank accounts and establish accounts for the Company and draw checks and other orders for the payment of money, and pay the Company's operating expenses in the ordinary course of the Company's business;
- (g) To execute all instruments and documents, including, without limitation, the following: checks; drafts; notes and other negotiable instruments; mortgages or deeds of trust; security agreements; financing statements; documents providing for the acquisition, mortgage or disposition of the Company's property; assignments; bills of sale; leases; partnership agreements; operating agreements of other limited liability companies; and any other instruments or documents necessary, in the opinion of the Board of Directors, to the business of the Company;
- (h) To enter into any and all other agreements on behalf of the Company, with any other person for any purpose, in such forms as the Board of Directors may approve;
- (i) To employ or engage property managers, brokers, finders, accountants, legal counsel, investment bankers, managing agents, or other experts or employees or agents to perform services for the Company and to compensate them from Company funds;
- (j) To make distributions in accordance with Section 3.1;

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- (k) To furnish the Member with information relating to the Company;
- (I) To prepare, or cause to be prepared, and file, on behalf of the Company, any required tax returns and to make any available or necessary elections in connection therewith;
- (m) To do and perform all other acts as may be necessary or appropriate to the conduct of the Company's business.

Unless authorized in writing to do so by this Agreement or by the Board of Directors of the Company, no attorney-in-fact, employee, or other agent of the Company shall have any power or authority to bind the Company in any way, to pledge its credit or to render it liable for any purpose.

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- 4.3 <u>Contracts with Affiliates</u>. The Board of Directors may cause the Company to enter into contracts relating to any of the transactions described in Section 4.2 above with the Member or any direct or indirect subsidiary of the Member.
- 4.4 Number, Tenure, and Qualifications of Directors. The number of, and members of, the Board of Directors shall be determined by the Member as evidenced by a written instrument or consent filed with the records of the Company. Each Director shall hold office until the next annual meeting of the Member and, if later, until a qualified successor has been appointed or elected and qualified as provided herein, or until the Director's death, resignation or removal, if sooner. Directors need not be Members or residents of the State of Delaware but must be natural persons.

4.5 Meetings of the Board of Directors; Action by Board of Directors.

- (a) Frequency and Place of Meetings. The Board of Directors shall meet as often as is necessary or desirable to carry out its functions on such dates and times as the Board of Directors may determine from time to time. Meetings of the Board of Directors shall be held at such place within the State of Illinois that has been designated from time to time by the Board of Directors. Notice of the date, time and purpose of each regular and special meeting shall be delivered personally or by telephone to each Director or sent by first class mail or facsimile transmission, charges prepaid, addressed to each Director at his or her address or facsimile address or number as appears on the records of the Company at least two days prior to the date scheduled for a meeting. A Director may waive the requirement of notice of a meeting either by attending a meeting for which notice was not given or executing a written waiver before or after such meeting.
- (b) Action by Written Consent. Any action required or permitted to be taken at any meeting of the Board of Directors or any committee thereof may be taken without a meeting, without prior notice and without a vote, if a consent or consents in writing, setting forth the action so taken shall be signed by the Directors having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting.
- (c) Quorum; Attendance by Telephone; Vote. A majority of the Directors shall be necessary to constitute a quorum for the transaction of business, and the acts of a majority of the Directors present and voting at a meeting at which a quorum is present shall be the acts of the Board of Directors. Any one or all of the Directors may participate in a meeting of the Board of Directors by means of a conference telephone or similar communication device that allows all persons participating in the meeting to simultaneously hear each other during the meeting, and such participation in the meeting shall be equivalent of being present in person at such meeting. For each Board of Directors decision, each Director shall have one vote. There shall not be

classes of Directors. Unless otherwise provided in the Agreement, on any matter that is to be voted on by Directors, the Directors may vote in person or by proxy.

- (d) Records. The Company shall maintain within the State of Illinois permanent written records of all actions taken by the Directors pursuant to any provision of this Agreement, including minutes of all meetings of the Board of Directors and copies of all actions taken by written consent of the Directors.
- 4.6 <u>Directors Have No Exclusive Duty to Company</u>. The Directors shall not be required to manage the Company as their sole and exclusive function and they may have other business interests and may engage in other activities in addition to those relating to the Company. Neither the Company nor any Member shall have any right, by virtue of this Agreement, to share or participate in such other investments or activities of the Directors or to the income or proceeds derived from such investments or activities. The Directors shall incur no liability to the Company or to any of the Members as a result of engaging in any other business or venture.
- 4.7 Officers. The Company may have such officers and agents with such respective rights and duties as the Directors may from time to time determine. The Directors may delegate to one or more agents, officers, employees or other persons (who shall not be deemed "managers" within the meaning of the Act or "directors" for purposes of this Agreement) any and all powers to manage the Company that the Directors possess under this Agreement and the Act. The officers shall serve at the pleasure of the Board of Directors and until their qualified successor or successors shall be duly elected. The officers, in the performance of their duties as such, shall owe to the Company duties of loyalty and due care of the type owed by the officers of a corporation to such corporation and its stockholders under the laws of the State of Delaware.
- 4.8 Resignation of Directors. Any Director of the Company may resign at any time by giving written notice to the Member and the secretary of the Company, if any, and, if not, to the other remaining Directors. The resignation of any Director shall take effect upon receipt of that notice or at such later time as shall be specified in the notice; and, unless otherwise specified in the notice, the acceptance of the resignation shall not be necessary to make it effective. The resignation of a Director shall not constitute the withdrawal of the Member.
- 4.9 <u>Vacancies on Board of Directors</u>. In the event that a vacancy occurs for any reason in the Board of Directors of the Company, a special meeting of the Member may be called by the Member for the purpose of electing a Director to fill such vacancy in accordance with Section 4.4. In the absence of such a special meeting, any vacancy in the Board of Directors shall be filled in accordance with Section 4.4 at the next annual meeting of the Member.
- 4.10 <u>Compensation of Directors and Others</u>. The Directors shall not be entitled to receive compensation for their services as Directors. The Member acknowledges that one or more Directors may act in various capacities with respect to the Company and that, in exchange for services rendered in connection with the Company (other than services relating to the Board of Directors), the Directors and companies and persons affiliated with them may receive such fees and compensation as are fixed by the Board of Directors, with the approval of the Member. The Board of Directors expressly reserves the right to contract for management, consulting or

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other services with an affiliated or unaffiliated company; provided that any such contracts shall be subject to the provisions of Section 4.3 of this Agreement (if any), and that fees and other compensation paid to affiliates of a Director may not exceed market rates for similar services in the same region.

4.11 Voting Powers of Member.

- (a) General Rules. The Member, as such, shall not have any voting rights or take any part in the day-to-day management or conduct of the business of the Company, nor shall the Member have any right or authority to act for or bind the Company. Actions and decisions that do require the approval of the Member pursuant to any provision of this Agreement or applicable law may be authorized or made by affirmative vote of the Member. Such vote may be taken at a meeting of the Member or by written consent without a meeting.
- (b) Meetings. An annual meeting of the Member may be held for the purpose of electing Directors and conducting such additional business as shall properly come before the meeting in each calendar year. The Board of Directors shall, by resolution, set the date, time and location within the State of Illinois of any such annual meeting. In addition, Member may call a meeting within the State of Illinois to consider approval of an action or decision under any provision of this Agreement.
- (c) Action by Written Consent. Any action required or permitted to be taken at a meeting of the Member may be taken without a meeting if, prior or subsequent to the action, a written consent in lieu of a meeting, setting forth the action so taken or to be taken shall be signed by such Member.
- (d) Records. The Company shall maintain permanent written records of all actions taken by the Member pursuant to any provision of this Agreement, including minutes of all meetings of the Member, copies of all actions taken by written consent of the Member.

ARTICLE V TRANSFER OF MEMBERSHIP INTERESTS

- 5.1 <u>General Restriction</u>. Until and unless this Agreement is appropriately amended to contemplate the admission of additional members, the Member may not transfer, whether voluntarily or involuntarily, any portion of its membership interest in the Company; provided, however, that the Member may assign or otherwise transfer its membership interest to any of its direct or indirect subsidiaries ("permitted transfers"). For purposes of this Agreement, a "transfer" includes, but is not limited to, any sale, assignment, gift, exchange, pledge, hypothecation, collateral assignment or creation of any security interest.
- 5.2 <u>Single Member</u>. Until and unless this Agreement is appropriately amended to contemplate the admission of additional members, the Company shall at all times have only one Member.

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ARTICLE VI DISSOCIATION OF THE MEMBER

6.1 <u>Dissociation</u>. The Member shall not be entitled voluntarily to withdraw, resign or dissociate from the Company or assign its membership interest prior to the dissolution and winding-up of the Company, and any attempt by the Member to do so shall be ineffective; provided, however, that "permitted transfers" under Section 5.1 shall not be a violation of this Section 6.1.

ARTICLE VII DISSOLUTION AND LIQUIDATION

- 7.1 <u>Events Triggering Dissolution</u>. The Company shall dissolve and commence winding up and liquidation upon the first to occur of any of the following ("Liquidating Events"):
 - (a) the written consent of the Member; or

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(b) the entry of a decree of judicial dissolution under Section 18-802 of the Act.

The Company shall not be dissolved for any other reason, including without limitation, the Member's becoming bankrupt or executing an assignment for the benefit of creditors and any such bankruptcy or assignment (unless a "permitted transfer" under Section 5.1) shall not effect a transfer of any portion of Member's membership interest in the Company.

- 1.2 <u>Liquidation</u>. Upon dissolution of the Company in accordance with Section 7.1, the Company shall be wound up and liquidated by the Member or by a liquidating manager selected by the Board of Directors. The proceeds of such liquidation shall be applied and distributed in the following order of priority:
- (a) to creditors, including the Member if it is a creditor, in the order of priority as established by law, in satisfaction of liabilities of the Company (whether by payment or the making of reasonable provision for payment thereof) other than liabilities for which reasonable provision for payment has been made and liabilities for distributions to the Member under the Act; and then
- (b) to the setting up of any reserves in such amount and for such period as shall be necessary to make reasonable provisions for payment of all contingent, conditional or unmatured claims and obligations known to the Company and all claims and obligations known to the Company but for which the identity of the claimant is unknown; and then
- (c) to the Member, which liquidating distribution may be made to the Member in cash or in kind, or partly in cash and partly in kind.
- 7.3 <u>Certificate of Dissolution</u>. Upon the dissolution of the Company and the completion of the liquidation and winding up of the Company's affairs and business, the Board of Directors or

the liquidating manager shall on behalf of the Company prepare and file a certificate of dissolution with the Secretary of State of the State of Delaware, if and as required by the Act. When such certificate is filed, the Company's existence shall cease.

ARTICLE VIII ACCOUNTING AND FISCAL MATTERS

- 8.1 Fiscal Year. The fiscal year of the Company shall be the calendar year.
- 8.2 Method of Accounting. The Member shall select a method of accounting for the Company as deemed necessary or advisable and shall keep, or cause to be kept, full and accurate records of all transactions of the Company in accordance with sound accounting principles consistently applied.
- 8.3 Financial Books and Records. All books of account shall, at all times, be maintained in the principal office of the Company or at such other location within the State of Illinois as specified by the Member.

ARTICLE IX INDEMNIFICATION

- 9.1 <u>Liability of Officers and Directors: Limits</u>. No Director or officer of the Company shall be liable to the Company or to any Member for any loss or damage sustained by the Company or to any Member, unless the loss or damage shall have been the result of:
- (a) gross negligence, fraud or intentional misconduct, bad faith or knowing violation of law by the Director or officer in question;
- (b) a breach of the duty of loyalty of such Director or officer to the Company or the Member:
- (c) a transaction from which the officer or Director derived an improper personal benefit:
- (d) in the case of an officer, breach of such person's duties pursuant to Section 4.7; (the conduct described in each of the foregoing clauses (a) through (d), inclusive, being hereinafter referred to as "Improper Conduct"). In performing his or her duties, each such person shall be entitled to rely in good faith on the provisions of this Agreement and on information, opinions, reports or statements (including financial statements and information, opinions, reports or statements as to the value or amount of the assets, liabilities, profits or losses of the Company or any facts pertinent to the existence and amount of assets from which distributions to the Member might properly be paid) of the following other persons or groups: one or more officers or employees of the Company; any attorney, independent accountant, appraiser or other expert or professional employed or engaged by or on behalf of the Company; any Director, or any other

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person who has been selected with reasonable care by or on behalf of the Company or the Member, in each case as to matters which such relying person reasonably believes to be within such other person's competence. The preceding sentence shall in no way limit any person's right to rely on information to the extent provided in Section 18-406 of the Act.

- 9.2 <u>Limited Liability</u>. Except as otherwise provided by the Act, the debts, obligations and liabilities of the Company, whether arising in contract, tort or otherwise, shall be solely the debts, obligations and liabilities of the Company, and no Member, Director or officer of the Company shall be obligated personally for any such debt, obligation or liability of the Company solely by reason of being a Member, Director or officer of the Company. The Member shall not be required to lend any funds to the Company. If and to the extent the Member's Capital Contribution shall be fully paid, the Member shall not, except as required by the express provisions of the Act regarding repayment of sums wrongfully distributed to the Member, be required to make any further contributions.
- 9.3 Right to Indemnification. Subject to the limitations and conditions as provided in this Article 9, each person who was or is made a party or is threatened to be made a party to or is involved in any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or arbitrative (hereinafter a "Proceeding"), or any appeal in such a Proceeding or any inquiry or investigation that could lead to such a Proceeding, by reason of the fact that he, or a person of which he is the legal representative, is or was a Director, Member or officer shall be indemnified by the Company to the fullest extent permitted by applicable law, as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the Company to provide broader indemnification rights than said law permitted the Company to provide prior to such amendment) against judgments. penalties (including excise and similar taxes and punitive damages), fines, settlements and reasonable expenses (including, without limitation, reasonable attorneys' fees) actually incurred by such person in connection with such Proceeding, appeal, inquiry or investigation, and indemnification under this Article 9 shall continue as to a person who has ceased to serve in the capacity which initially entitled such person to indemnity hereunder. The rights granted pursuant to this Article 9 shall be deemed contract rights, and no amendment, modification or repeal of this Article 9 shall have the effect of limiting or denying any such rights with respect to actions taken or Proceedings, appeals, inquiries or investigations arising prior to any amendment, modification or repeal. It is expressly acknowledged that the indemnification provided in this Article 9 could involve indemnification for negligence or under theories of strict liability. Notwithstanding the foregoing, no such indemnity shall extend to any officer or Director to the extent that any Proceeding or such judgment, penalty, fine, settlement or expense results from Improper Conduct on the part of such officer or Director.
- 9.4 Advance Payment. The right to indemnification conferred in this Article 9 shall include the right to be paid or reimbursed by the Company the reasonable expenses incurred by a person of the type entitled to be indemnified under Section 9.3 who was, is or is threatened to be, made a named defendant or respondent in a Proceeding in advance of the final disposition of the Proceeding and without any determination as to the person's ultimate entitlement to indemnification; provided, however, that the payment of such expenses incurred by any such person in advance of the final disposition of a Proceeding shall be made only upon delivery to the

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Company of a written affirmation by such person of his or her good faith belief that he has met the standard of conduct necessary for indemnification under Article 9 and a written undertaking, by or on behalf of such person, to repay all amounts so advanced if it shall ultimately be determined that such indemnified person is not entitled to be indemnified under this Article 9 or otherwise.

- 9.5 Indemnification of Employees and Agents. The Company, upon the direction of the Board of Directors, may indemnify and advance expenses to an employee or agent of the Company to the same extent and subject to the same conditions under which it may indemnify and advance expenses under Sections 9.3 and 9.4. Notwithstanding the foregoing, no such indemnity shall extend to any employee or agent to the extent that any Proceeding or judgment, penalty, fine, settlement or expenses result from Improper Conduct on the part of such employee or agent.
- 9.6 <u>Appearance as a Witness</u>. Notwithstanding any other provision of this Article 9, the Company may pay or reimburse reasonable out-of-pocket expenses incurred by any Member, Director, officer or agent in connection with his or her appearance as a witness or other participation in a Proceeding at a time when he is not a named defendant or respondent in the Proceeding.
- 9.7 <u>Nonexclusivity of Rights</u>. The right to indemnification and the advancement and payment of expenses conferred in this Article 9 shall not be exclusive of any other right that a Member, Director, officer or other person indemnified pursuant to this Article 9 may have or hereafter acquire under any law (common or statutory) or provision of this Agreement.
- 9.8 Insurance. The Company may purchase and maintain (if and to the extent feasible, as determined by the Board of Directors) insurance, at its expense, to protect itself and any Director, officer or agent of the Company who is or was serving at the request of the Company as a manager, representative, director, officer, partner, venturer, proprietor, trustee, employee, agent or similar functionary of another foreign or domestic limited liability company, corporation, partnership, joint venture, sole proprietorship, trust, employee benefit plan or other enterprise against any expense, liability or loss, whether or not the Company would have the power to indemnify such person against such expense, liability or loss under this Article 9.
- 9.9 Savings Clause. If this Article 9 or any portion hereof shall be invalidated on any ground by any court of competent jurisdiction, then the Company shall nevertheless indemnify and hold harmless each person indemnified pursuant to this Article 9 as to costs, charges and expenses (including reasonable attorneys' fees), judgments, fines and amounts paid in settlement with respect to any such Proceeding, appeal, inquiry or investigation to the full extent permitted by any applicable portion of this Article 9 that shall not have been invalidated and to the fullest extent permitted by applicable law.

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ARTICLE X MISCELLANEOUS

- 10.1 <u>Binding Effect</u>. Except as otherwise provided in this Agreement to the contrary, this Agreement shall be binding upon and inure to the benefit of the Member and, subject to Article V, its successors and assigns.
- 10.2 Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware without reference to conflict of laws principles.
- 10.3 <u>Severability</u>. The invalidity or unenforceability of any particular provision of this Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.
- 10.4 <u>Gender</u>. As used in this Agreement, the masculine gender shall include the feminine and the neuter, and vice versa and the singular shall include the plural.

IN WITNESS WHEREOF, the Member has signed this instrument on and as of the date first written above.

EXELON CORPORATION

Name: Pamela B. Strobel

Title: Executive Vice President

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State of Delaware Office of the Secretary of State PAGE 1

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "EXELON VENTURES COMPANY, LLC" IS DULY FORMED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE NINTH DAY OF JANUARY, A.D. 2001.

AND I DO HEREBY FURTHER CERTIFY THAT THE ANNUAL TAXES HAVE NOT BEEN ASSESSED TO DATE.



Harriet Smith Minder

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AUTHENTICATION: 0904704

DATE: 01-09-01

Office of the Secretary of State

PAGE 1

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF
DELAWARE, DO HEREBY CERTIFY THE ATTACHED ARE TRUE AND CORRECT
COPIES OF ALL DOCUMENTS ON FILE OF "EXELON VENTURES COMPANY,"
LLC" AS RECEIVED AND FILED IN THIS OFFICE.

THE FOLLOWING DOCUMENTS HAVE BEEN CERTIFIED:

CERTIFICATE OF FORMATION, FILED THE TWENTY-NINTH DAY OF DECEMBER, A.D. 2000, AT 4:30 O'CLOCK P.M.

AND I DO BEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID CERTIFICATE OF FORMATION IS THE FIRST DAY OF JANUARY, A.D. 2001, AT 12:01 O'CLOCK A.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE AFORESAID CERTIFICATES ARE THE ONLY CERTIFICATES ON RECORD OF THE AFORESAID LIMITED LIABILITY COMPANY.

ut Smith Windsor

Secretary of State

AUTHENTICATION: 0904705

DATE: 01-09-01

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CERTIFICATE OF FORMATION

OF

EXELON VENTURES COMPANY, LIC

This Certificate of Formation of Exelon Ventures Company, LLC (the "LLC"). dated as of December 29, 2000, is being duly executed and filed by PECO Energy Company, a Pennsylvania corporation, as an authorized person, to form a limited liability company under the Detaware Limited Liability Company Act (6 Del.C. §18-101, et seq. 1

FIRST. The name of the limited liability company formed hereby is Exelon Ventures Company, LLC.

SECOND. The address of the registered office of the LLC in the State of Delaware is The Corporation Trust Company, 1209 Orange Street, Wilmington Delaware 19 801

THIRD. The name and address of the registered agent for service of process on the LLC in the State of Delaware is The Corporation Trust Company, 1209 Orange Street, Wilmington Delaware 19 801

FOURTH. This Certificate of Formation shall be effective on January 1, 2001 at 12:01 a.m.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Formation as of the date first above written.

> PECO ENERGY COMPANY 2301 Market Street, Philadelphia, PA 19103

By:

Nama:Jenifer Friel Newman

THE WEST OF

Titleforganizer/Authorized Person

STATE OF DELAWARE SECRETARY OF STATE VISION OF CORPORATIONS LED 04:30 PM 12/29/2000 010001025 - 3335627

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Seq # 30

LIMITED LIABILITY COMPANY OPERATING AGREEMENT

OF

EXELON VENTURES COMPANY, LLC

(a Delaware limited liability company)

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This LIMITED LIABILITY COMPANY OPERATING AGREEMENT of EXELON VENTURES COMPANY, LLC, made as of January 1, 2001. by PECO Energy Company. a Pennsylvania corporation (the "Member"). The Member, intending to be legally bound, hereby sets forth the terms of the agreement as to the affairs of, and the conduct of the business of, a limited liability company (the "Company") to be managed by the Member, as follows:

ARTICLE 1

FORMATION, PURPOSE AND DEFINITIONS

- 1.1 Establishment of Limited Liability Company. The Member has caused a limited liability company to be established and organized on or about December 27, 2000 pursuant to the provisions of the Delaware Limited Liability Company Act (6 Del.C. 18-101, et seq.), as amended (the "Act"), to carry on a business for profit. This Agreement, in accordance with the Act, states terms relating to the governance and business affairs of the Company. The Member is hereby admitted to membership in the Company and, as provided in Section 5.2 shall be the sole Member of the Company.
- 1.2 Name. The name of the Company is Exelon Ventures Company, LLC.

 The Company may conduct its activities under any other name designated by the Member. The Member shall be responsible for complying with any registration requirements if an alternate name is used.
- 1.3 Principal Place of Business of the Company. The principal place of business of the Company shall be located at such location as the Member, in its discretion, may determine. The registered agent for the service of process, if any, and the registered office, if any, of the Company shall be the person (if any) and location stated in the Company's Certificate

of Formation filed with the Office of the Secretary of State of the State of Delaware. The Member may, from time to time, change such registered agent and registered office, by appropriate filings as required by law.

- 1.4 <u>Purpose</u>. The Company's purpose shall be to engage in any business activity in which a limited liability company may engage under the Act.
- 1.5 <u>Duration</u>. Unless the Company shall be earlier terminated in accordance with Article 6, it shall continue in existence in perpetuity.
- 1.6 Other Activities of Member. The Member may engage in or possess an interest in other business ventures of any nature, whether or not similar to or competitive with the activities of the Company.
- 1.7 <u>Federal Income Tax Status</u>. The Company has elected to be treated as an entity for federal, state and local tax purposes to the extent permitted by law.
- 1.8 Reorganization and Restructurings. The Company shall have the right and authority, with the consent of the Member, to reorganize and restructure as needed.
- 1.9 Qualification in other Jurisdictions. The Member shall have the authority to qualify the Company to do business in any foreign jurisdiction in which the conduct of the Company's business or the Company's ownership or leasing of property requires such qualification or makes such qualification. in the judgment of the Member, necessary or desirable.

ARTICLE 2

CAPITAL CONTRIBUTIONS

2.1 <u>Capital Contributions</u>. The Member, as its contribution to the capital of the Company, has contributed \$1,000 in cash to the Company. The receipt by the Member from the Company of any distributions whatsoever (whether pursuant to <u>Section 3.1</u> or otherwise and

whether or not such distributions may be considered a return of capital) shall not increase the Member's obligations under this <u>Section 2.1</u>.

- 2.2 Additional Capital Contributions. The Member may, but shall not be required to make additional capital contributions to the Company.
- 2.3 <u>Limitation of Liability of Member</u>. The Member shall not have any liability or obligation for any debts, liabilities or obligations of the Company, or of any agent or employee of the Company, beyond the Member's capital contribution, except as may be expressly required by this Agreement or applicable law.
- 2.4 Loans. If the Member makes any loans to the Company, or advances money on his behalf, the amount of any such loan or advance shall not be deemed an increase in, or contribution to, the capital contribution of the Member. Interest shall accrue on any such loan at an annual rate agreed to by the Company and the Member (but not in excess of the maximum rate allowable under applicable usury laws).

ARTICLE 3

DISTRIBUTIONS

3.1 <u>Distributions</u>. The Company shall make distributions of cash or other assets to the Member at the times and in the manner that the Member deems appropriate and as permitted by applicable law.

ARTICLE 4

MANAGEMENT OF THE COMPANY

4.1 <u>Management by the Members: Voting Rights</u>. The Company shall be managed by the Member. There shall be no "manager" of the Company within the meaning of Section 18-401 of the Act. Subject to the requirements of the Act and this Agreement, the

Member shall have the right and power to perform, on behalf of and in the name of the Company, all acts required in connection with the formation, operation and dissolution of the Company.

- 4.2 Action by Written Consent. Any action by the Member may be taken in the form of a written consent rather than at a Member's meeting. The Company shall maintain a permanent record of all actions taken by the Member.
- A.3 Powers of the Member. The Member shall have the power to do any and all acts necessary or convenient to or for the furtherance of the purposes described herein, including all powers, statutory or otherwise, possessed by the Member under the laws of the State of Delaware. Without limiting the generality of the foregoing, the Member shall have the specific power and authority to cause the Company, in the Company's own name:
- (a) To sell or otherwise dispose of all or substantially all of the assets of the Company (or a substantial portion of the assets) as part of a single transaction or plan so long as that disposition is not in violation of or a cause of a default under any other agreement to which the Company may be bound;
- (b) To execute all instruments and documents, including, without limitation, checks; drafts; notes and other negotiable instruments; mortgages or deeds of trust; security agreements; financing statements; documents providing for the acquisition, mortgage or disposition of the Company's property; assignments; bills of sale; leases; partnership agreements; operating agreements of other limited liability companies; and any other instruments or documents necessary, in the opinion of the Member, to the business of the Company;
- (c) To enter into any and all other agreements on behalf of the Company, with any other person for any purpose, in such form as the Member may approve;

- (d) To make distributions in accordance with Section 3.1; and
- (e) To do and perform all other acts as may be necessary or appropriate to the conduct of the Company's business.

Unless authorized in writing to do so by this Agreement or by the Member, no attorney-in-fact, employee, or other agent of the Company shall have any power or authority to bind the Company in any way, to pledge its credit or to render it liable pecuniarily for any purpose.

4.4 Officers.

- Designation and Appointment. The Member may, from time to (a) time, employ and retain persons as may be necessary or appropriate for the conduct of the Company's business (subject to the supervision and control of the Member), including employees, agents and other persons who may be designated as officers of the Company, with titles including but not limited to "chief executive officer," "chairman," "president," "vice president." "treasurer." "secretary." "general manager." "director," "chief financial officer" and "chief operating officer." as and to the extent authorized by the Member. Any number of offices may be held by the same person. In its discretion, the Member may choose not to fill any office for any period as it may deem advisable. Officers need not be residents of the State of Delaware. Any officers so designated shall have such authority and perform such duties as the Member may, from time to time, delegate to them. The Member may assign titles to particular officers. Each officer shall hold office until his or her successor shall be duly designated and shall qualify or until his or her death or until he shall resign or shall have been removed in the manner hereinafter provided. The salaries or other compensation, if any, of the officers of the Company shall be fixed from time to time by the Member.
 - (b) Resignation/Removal. Any officer may resign as such at any time.

Such resignation shall be made in writing and shall take effect at the time specified therein, or if no time be specified, at the time of its receipt by the Member. The acceptance of a resignation shall not be necessary to make it effective, unless expressly so provided in the resignation. Any officer may be removed as such at any time with or without cause by the Member. Designation of an officer shall not of itself create any contractual or employment rights.

- (c) <u>Duties of Officers Generally</u>. The officers in the performance of their duties as such, shall owe to the Company duties of loyalty and due care of the type owed by the officers of a corporation to such corporation and its stockholders under the laws of the State of Delaware.
- 4.5 Member Has No Exclusive Duty to Company. The Member shall not be required to manage the Company as its sole and exclusive function and, as provided in Section 1.6. it may have other business interests and may engage in other activities in addition to those relating to the Company. The Company shall not have any right, by virtue of this Agreement, to share or participate in such other investments or activities of the Member or to the income or proceeds derived from such investments or activities. The Member shall incur no liability to the Company as a result of engaging in any other business or venture.
- 4.6 <u>Indemnification</u>. The Member shall, and any officer, employee or agent of the Company may in the Member's absolute discretion, be indemnified by the Company to the fullest extent permitted by applicable law.

ARTICLE 5

TRANSFER OF MEMBERSHIP INTERESTS

5.1 General Restriction. The Member may transfer all or any portion of its membership interest in the Company at any time or from time to time.

5.2 <u>Single Member</u>. Until and unless this Agreement is appropriately amended to contemplate the admission of additional members, the Company shall at all times have only one Member.

ARTICLE 6

DISSOLUTION AND LIQUIDATION

- 6.1 Events Triggering Dissolution. The Company shall dissolve and commence winding up and liquidation upon the first to occur of any of the following ("Liquidating Events"):
 - (a) the written consent of the Member; or
 - (b) the entry of a decree of judicial dissolution under the Act.

The Company shall not be dissolved for any other reason, including without limitation, the Member's becoming bankrupt or executing an assignment for the benefit of creditors.

- 6.2 <u>Liquidation</u>. Upon dissolution of the Company in accordance with Section 6.1, the Company shall be wound up and liquidated by the Member or by a liquidating manager selected by the Member. The proceeds of such liquidation shall be applied and distributed in the following order of priority:
- (a) to creditors, including the Member if it is a creditor, in the order of priority as established by law, in satisfaction of liabilities of the Company (whether by payment or the making of reasonable provision for payment thereof) other than liabilities for which reasonable provision for payment has been made and liabilities for distributions to the Member under the Act; and then
 - (b) to the setting up of any reserves in such amount and for such period as

shall be necessary to make reasonable provisions for payment of all contingent, conditional or unmatured claims and obligations known to the Company and all claims and obligations known to the Company but for which the identity of the claimant is unknown: and then

- (c) to the Member, which liquidating distribution may be made to the Member in cash or in kind. or partly in cash and partly in kind.
- 6.3 <u>Certificate of Dissolution</u>. Upon the dissolution of the Company and the completion of the liquidation and winding up of the Company's affairs and business, the Member shall on behalf of the Company prepare and file a certificate of dissolution with the Office of the Secretary of the State of the State of Delaware, if and as required by the Act. When such certificate is filed, the Company's existence shall cease.

ARTICLE 7

ACCOUNTING AND FISCAL MATTERS

- 7.1 Fiscal Year. The fiscal year of the Company shall be the calendar year.
- 7.2 Method of Accounting. The Member shall select a method of accounting for the Company as deemed necessary or advisable and shall keep, or cause to be kept, full and accurate records of all transactions of the Company in accordance with sound accounting principles consistently applied.
- 7.3 <u>Financial Books and Records</u>. All books of account shall, at all times, be maintained in the principal office of the Company or at such other location as may be specified by the Member.

ARTICLE 8 RIGHTS AND OBLIGATIONS OF MEMBER; EXCULPATION AND INDEMNIFICATION

8.1 No liability of Member. The Member shall not have any duty to the

Company except as expressly set forth herein, in other written agreements or as otherwise

required by applicable law.

- Liability of Officers and Managers; Limits. No Manager or officer of 8.2 the Company shall be liable to the Company or to any Member for any loss or damage sustained by the Company or to any Member, unless the loss or damage shall have been the result of:
- (a) gross negligence, fraud or intentional misconduct, bad faith or knowing violation of law by the Manager or officer in question;
- a breach of the duty of loyalty of such Manager or officer to the (b) Company or the Members;
- (c) a transaction from which the officer or Manager derived an improper personal benefit:
- (d) in the case of an officer, breach of such person's duties pursuant to Section 4.2(c);

(the conduct described in each of the foregoing clauses (a) through (d), inclusive, being hereinafter referred to as "Improper Conduct"). In performing his or her duties, each such person shall be entitled to rely in good faith on the provisions of this Agreement and on information, opinions, reports or statements (including financial statements and information, opinions, reports or statements as to the value or amount of the assets, liabilities, profits or losses of the Company or any facts pertinent to the existence and amount of assets from which distributions to the Member might properly be paid) of the following other persons or groups: one or more officers or employees of the Company; any attorney, independent accountant, appraiser or other expert or professional employed or engaged by or on behalf of the Company; any Manager; or any other person who has been selected with reasonable care by or on behalf of the Company or the

Member, in each case as to matters which such relying person reasonably believes to be within such other person's competence. The preceding sentence shall in no way limit any person's right to rely on information to the extent provided in Section 18-406 of the Act.

- 8.3 Limited Liability. Except as otherwise provided by the Act. the debts, obligations and liabilities of the Company, whether arising in contract, tort or otherwise, shall be solely the debts, obligations and liabilities of the Company, and no Member, Manager or officer of the Company shall be obligated personally for any such debt, obligation or liability of the Company solely by reason of being a Member, Manager or officer of the Company. The Member shall not be required to lend any funds to the Company. If and to the extent the Member's Capital Contribution shall be fully paid, the Member shall not, except as required by the express provisions of the Act regarding repayment of sums wrongfully distributed to the Member, be required to make any further contributions.
- Right to Indemnification. Subject to the limitations and conditions as provided in this Article 8. each person who was or is made a party or is threatened to be made a party to or is involved in any threatened, pending or completed action, suit or proceeding, whether civil. criminal. administrative or arbitrative (hereinafter a "Proceeding"), or any appeal in such a Proceeding or any inquiry or investigation that could lead to such a Proceeding, by reason of the fact that he, or a person of which he is the legal representative, is or was a Manager. Member or officer shall be indemnified by the Company to the fullest extent permitted by applicable law, as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the Company to provide broader indemnification rights than said law permitted the Company to provide prior to such amendment) against judgments, penalties (including excise and similar taxes and punitive damages), fines,

settlements and reasonable expenses (including, without limitation, reasonable attorneys' fees) actually incurred by such person in connection with such Proceeding, appeal, inquiry or investigation, and indemnification under this Article 8 shall continue as to a person who has ceased to serve in the capacity which initially entitled such person to indemnity hereunder. The rights granted pursuant to this Article 8 shall be deemed contract rights, and no amendment, modification or repeal of this Article 8 shall have the effect of limiting or denying any such rights with respect to actions taken or Proceedings, appeals, inquiries or investigations arising prior to any amendment, modification or repeal. It is expressly acknowledged that the indemnification provided in this Article 8 could involve indemnification for negligence or under theories of strict liability. Notwithstanding the foregoing, no such indemnity shall extend to any officer or Manager to the extent that any Proceeding or such judgment, penalty, fine, settlement or expense results from Improper Conduct on the part of such officer or Manager.

8.5 Advance Payment. The right to indemnification conferred in this Article 8 shall include the right to be paid or reimbursed by the Company the reasonable expenses incurred by a person of the type entitled to be indemnified under Section 8.6 who was, is or is threatened to be, made a named defendant or respondent in a Proceeding in advance of the final disposition of the Proceeding and without any determination as to the person's ultimate entitlement to indemnification; provided, however, that the payment of such expenses incurred by any such person in advance of the final disposition of a Proceeding shall be made only upon delivery to the Company of a written affirmation by such person of his or her good faith belief that he has met the standard of conduct necessary for indemnification under Article 8 and a written undertaking, by or on behalf of such person, to repay all amounts so advanced if it shall ultimately be determined that such indemnified person is not entitled to be indemnified under

this Article 8 or otherwise.

- 8.6 Indemnification of Employees and Agents. The Company, upon the direction of the Member, may indemnify and advance expenses to an employee or agent of the Company to the same extent and subject to the same conditions under which it may indemnify and advance expenses under Sections 8.5 and 8.6. Notwithstanding the foregoing, no such indemnity shall extend to any employee or agent to the extent that any Proceeding or judgment, penalty, fine, settlement or expenses result from Improper Conduct on the part of such employee or agent.
- 8.7 Appearance as a Witness. Notwithstanding any other provision of this Article 8, the Company may pay or reimburse reasonable out-of-pocket expenses incurred by any Member. Manager, officer or agent in connection with his or her appearance as a witness or other participation in a Proceeding at a time when he is not a named defendant or respondent in the Proceeding.
- 8.8 Nonexclusivity of Rights. The right to indemnification and the advancement and payment of expenses conferred in this Article 8 shall not be exclusive of any other right that a Member, Manager, officer or other person indemnified pursuant to this Article 8 may have or hereafter acquire under any law (common or statutory) or provision of this Agreement.
- 8.9 Insurance. The Company may purchase and maintain (if and to the extent feasible, as determined by the Member) insurance, at its expense, to protect itself and any Manager, officer or agent of the Company who is or was serving at the request of the Company as a manager, representative, director, officer, partner, venturer, proprietor, trustee, employee, agent or similar functionary of another foreign or domestic limited liability company,

corporation, partnership, joint venture, solc proprietorship, trust, employee benefit plan or other enterprise against any expense, liability or loss, whether or not the Company would have the power to indemnify such person against such expense, liability or loss under this Article 8.

8.10 Savings Clause. If this Article 8 or any portion hereof shall be invalidated on any ground by any court of competent jurisdiction, then the Company shall nevertheless indemnify and hold harmless each person indemnified pursuant to this Article 8 as to costs, charges and expenses (including reasonable attorneys' fees), judgments, fines and amounts paid in settlement with respect to any such Proceeding, appeal, inquiry or investigation to the full extent permitted by any applicable portion of this Article 8 that shall not have been invalidated and to the fullest extent permitted by applicable law.

ARTICLE 9

MISCELLANEOUS

- 9.1 <u>Binding Effect</u>. Except as otherwise provided in this Agreement to the contrary, this Agreement shall be binding upon and inure to the benefit of the Member and, subject to Article 5, its successors and assigns.
- 9.2 Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware without reference to conflict of laws principles.
- 9.3 Severability. The invalidity or unenforceability of any particular provision of this Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.
- 9.4 Gender. As used in this Agreement, the masculine gender shall include the feminine and the neuter, and vice versa and the singular shall include the plural.

IN WITNESS WHEREOF, the Member has signed this instrument as of the date first written above.

PECO ENERGY COMPANY

Title: Assistant Secretary

